

Notice and Solicitation to Bidders

Notice is hereby given that the Tulsa Airports Improvement Trust ("TAIT") will receive sealed bids until 8:30 am (Local Time) on Thursday, September 24th, 2026, at the office of the TAIT, Room A211, Airline Terminal Building, 7777 Airport Drive, Tulsa, Oklahoma for:

RFP# IT Advertising Displays 2026

at Tulsa, Oklahoma and at 9:00 am (Local Time), the proposals will be publicly opened and read aloud in the Airport Conference Room.

TAIT seeks an experienced qualified firm(s) to provide all material, labor, supervision, tools, equipment, and incidentals necessary to specify and install custom display solutions for advertising in the terminal building.

Bid documents (Project Manual) will be available Sunday, August 30, 2026. Request a free copy by emailing markfarah@flytulsa.com.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

By submitting a bid the Contractor certifies that it, and its proposed subcontractors, has under its direct control or at his disposal the personnel, equipment and materials required to execute the Project work as specified. Lack of such control or availability of personnel, equipment and materials shall constitute failure to properly execute the contract.

The bidder to whom a contract is awarded will be required to furnish public liability and workmen's compensation insurance; in conformity with the requirements of the proposed contract documents.

The TAIT reserves the right to reject any or all bids and to waive any minor technicalities in bidding. No bid may be withdrawn for a period of thirty (30) days after the opening thereof.

Title VI Solicitation Notice:

The Tulsa Airports Improvement Trust, 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 for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.

Additional Provisions

Award of a contract is governed by all applicable local, State and Federal regulations. The contract will include FAA Required Federal Provisions which are non-negotiable.

Dated at Tulsa, Oklahoma this 30th day of August 2026.
Tulsa Airports Improvement Trust

Tulsa Airports Improvement Trust (TAIT)

Invitation for Sealed Bids

Airline Terminal Building
Suite A-211

7777 Airport Drive
Tulsa, Oklahoma, 74115

Bid No:

Bid Title:

Date Advertised:

Bid also posted at www.tulsaairports.com



Irrevocable Offer Period. Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the Tulsa Airports Improvement Trust's close of business on the Bid Submission Date until **days** after the Bid Opening Date.

Table of Contents

NOTICE OF INVITATION TO BID	3
BIDDER’S CHECKLIST	5
BID SUBMISSION OVERVIEW	6
FORM NO. 1 – BIDDER INFORMATION SHEET	7
FORM No. 2 – PURCHASE AGREEMENT	8
FORM No. 3 – INTEREST AFFIDAVIT	15
FORM No. 4 – NON-COLLUSION AFFIDAVIT	16
FORM No. 5 – AFFIDAVIT OF CLAIMANT	17
FORM No. 6 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS	18
FORM No. 7 – FORM OF BID BOND	19
FORM No. 8 – FORM OF PERFORMANCE BOND	20
INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS	22
SPECIAL REQUIREMENTS	30

Exhibits and Other Attachments

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NOTICE OF INVITATION TO BID

NOTICE is hereby given that the TULSA AIRPORTS IMPROVEMENT TRUST will receive sealed Bids for the following:

Bid No.:

Bid Title:

Interested parties are invited to submit a Bid to supply the Goods and/or Services specified above. **ALL BID OPENINGS ARE PUBLIC.**

IMPORTANT BIDDING DATES

PRE-BID CONFERENCE:

Time:

Attendance Required: Yes No

Conf. Room:

DEADLINE TO SUBMIT BIDS:

Time:

BID OPENING:

Time:

Conf. Room:

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the above stated date and time will not be accepted and will be returned to the Bidder unopened.

TAIT requires two complete Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". Consult the Instructions of the Bid Packet for additional requirements.

Project Buyer:

Phone Number:

Email:

Bids shall be delivered to:

**Tulsa Airports Improvement
Trust Airports Terminal Building
7777 Airport Drive, Suite A211
Tulsa Oklahoma 74115**

**Electronic Copy also required:
provide flash drive or CD/DVD with Bid**

References

References are **required:** **Yes:** **No:**

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of its relationship to Bidder. Please use to References Form provided.

Bonding.

A. **Bid Bond.** A Bid Bond is **required**:

Yes: ☐ No: ☐ If yes, amount required (expressed in \$ or %)

B. **Performance Bond.** A Performance Bond is **required**:

Yes: ☐ No: ☐ If yes, amount required (expressed in \$ or %)

NOTE: See No. 18, **REQUIREMENTS OF PURCHASE AGREEMENT BONDS** in the **Instructions Section** for **specific details**. Bonds which substantially comply with the form of bonds included in this Bid Packet may be accepted.

Insurance.

The following insurance is **required**. **NOTE:** See THE **SPECIAL REQUIREMENTS** Section of this Bid Packet for **specific details regarding insurance**.

LANDSIDE PROJECT

Commercial General Liability. \$1 Million Per Occurrence/\$1 Million Aggregate, including Premises Liability; Products, and Completed Operations; Blanket Contractual (including Provisions for Contractor's Obligations); Personal and Advertising Injury.

Auto Liability (including all owned, hired and non-owned automobiles). \$1 Million Combined Single Limit.

AIRFIELD PROJECT

Commercial General Liability. \$5 Million Per Occurrence/\$5 Million Aggregate including Premises Liability; Products, and Completed Operations; Blanket Contractual (including Provisions for Contractor's obligations); Personal and Advertising Injury.

Auto Liability (including all owned, hired and non-owned automobiles). \$5 Million Combined Single Limit.

TERMINAL APRON PROJECT

Commercial General Liability. \$10 Million Per Occurrence/\$10 Million Aggregate, including Premises Liability; Products, and Completed Operations; Blanket Contractual (including Provisions for Contractor's Obligations); Personal and Advertising Injury.

Auto Liability (including all owned, hired and non-owned automobiles). \$10 Million Combined Single Limit.

BIDDER'S CHECKLIST

This checklist should be used by the Bidder to ensure the Bid Packet and all forms have been completed per the instructions prior to submission of Bid.

Notice of Invitation to Bid

Bidder's Checklist

Table of Contents

Bid Submission Overview

Form No. 1: **Bidder Information Sheet**

Form No. 2: **Purchase Agreement**

Form No. 3: **Interest Affidavit**

Form No. 4: **Non-Collusion Affidavit**

Form No. 5: **Affidavit of Claimant**

Form No. 6: **Acknowledgment of Receipt of Addenda/Amendments**

Form No. 7: **Form of Bid Bond**

Form No. 8: **Form of Performance Bond**

Instructions, Terms, and Conditions for Bidders

Special Requirements

BID SUBMISSION OVERVIEW

1. **Questions.** If the Bidder has any questions or needs additional information regarding this Bid, please contact the Project Buyer listed on the Notice to Bidders page via email. Any questions must reference the IFB Number in the subject line of the email.

2. **Bidders Notice of Intent to Submit a Bid.** Email the Project Buyer of Bidder's intent to Bid. Include the IFB number in the subject line. Bidder will receive an email response verifying Bidder's Notice of Intent email was received. The same procedure should be followed to request clarification of any item in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents Bidder from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than seven (7) days prior to the Bid Submission due date.

3. **Issuance of Addenda.** Bidder is responsible for keeping abreast of the issuance of any Addenda. If the Bidder obtained this IFB through the website (www.tulsaairports.com), Bidder should contact the Project Buyer to receive any addenda to the IFB. In the alternative, Bidder should also monitor the website for any addenda.

4. **Pre-Bid Conference.** If a Pre-Bid Conference is specified, the Bidder must attend in person, or in very limited circumstances, may participate via teleconference, at the Project Buyer's discretion.

5. **Bid Submission.** Bidder must consult the Instructions included with this Bid. Failure to submit a fully completed Bid may result in a rejection as non-responsive. Frequently missed requirements:

a. Write the Bid Number, Bid Description, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. **BIDDER MUST RETURN THE COMPLETE BID PACKET WITH THE BID.**

b. The Purchase Agreement (Form No. 2) must be signed by the person required by the Instructions, Terms, and Conditions for Bidders, paragraph 4. **FAILURE TO SUBMIT WITH THE AUTHORIZED SIGNATURE MAY RESULT IN REJECTION OF THE BID AS NONRESPONSIVE.**

c. All Affidavits must be signed by an authorized person and notarized.

d. If Bid Bonds or Performance Bonds are required the amounts and specifications are listed in the Instructions, Terms and Conditions for Bidders section of this Bid Packet.

e. Insurance. Substantial compliance with the Insurance Requirements specified in the Special Provisions section of this Bid Packet is required.

FORM NO. 1 – BIDDER INFORMATION SHEET

Bidder's Exact Legal Name:

(Also include DBA)

State in which the company is organized:

Bidder's Address (MUST HAVE A "FedEx" ADDRESS):

Street

P.O. Box

City

State

Zip

Bidder's Website Address:

Project Manager

Same address as above?

Name

Address Street

City

State

Zip

Phone

Email

Fax

Legal Contact

Same address as above?

Name

Address Street

City

State

Zip

Phone

Email

Fax

FORM No. 2 – PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is between the TULSA AIRPORTS IMPROVEMENT TRUST, 7777 Airport Drive Suite A211, Tulsa, Oklahoma, 74158 (TAIT) and:

(Company name – **Must** be the **exact** legal name as shown in organizational documents (i.e., not a DBA) (the “Seller”).

WITNESSETH:

WHEREAS, TAIT has approved certain specifications and advertised for or solicited Bids on the following goods or services:

Bid No.
Bid Title

(the “Goods and/or Services”); and

WHEREAS, Seller desires to provide such Goods and/or Services to TAIT, and acknowledges that this document constitutes Seller’s offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by TAIT’s Chair, this document will become the Purchase Agreement for such Goods and/or 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 documents comprising this agreement include the entire Bid Packet, any Exhibits, Addenda, and this Purchase Agreement. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
2. **Purchase and Sale.** Seller agrees to sell TAIT the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A Bid Sheet hereto. TAIT agrees to pay Seller the price as set forth in Exhibit A Bid Sheet 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 Goods and/or Services to the TAIT, (ii) the TAIT’s Acceptance thereof, and (iii) Seller’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.** Seller understands and acknowledges that its signature on this Agreement

constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until TAIT's Chair executes this Agreement accepting Seller'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. Seller shall not provide any Goods and/or Services to TAIT pursuant to this Agreement before this Agreement is executed by TAIT. If Seller provides any Goods and/or Services to TAIT pursuant to this Agreement before this Agreement is executed by TAIT and the City, such Goods and/or Services are provided at Seller's risk and TAIT shall have no obligation to pay for any such Goods and/or Services.

4. **Term.** The term of this Agreement shall be effective commencing on the date of issuance of Notice to Proceed and terminating one year from that date. TAIT in its sole discretion may offer Seller an opportunity to renew this Agreement for [REDACTED] additional year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by TAIT of the Goods and/or 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 1st to June 30th) in which such Goods and/or Services are purchased. In the event TAIT does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by TAIT.
5. **Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Special Requirements for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by TAIT, whichever is later, or as **specified in the Special Requirements**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
6. **Warranty Remedies.** TAIT shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or 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 Seller. Seller shall pay all expenses related to the return of such Goods to Seller.
7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by TAIT.
8. **No Indemnification by TAIT.** Seller 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 Seller harmless for loss,

damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller 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 Seller.** Seller 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 Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by TAIT.** If TAIT is leasing Goods herein, TAIT shall not be required to obtain insurance for Seller's property. Seller 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.** Seller 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 Seller pursuant to this Agreement that would be inconsistent with TAIT's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if TAIT accepts Seller's Bid and awards a Purchase Agreement to Seller based on such Bid, TAIT shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller 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 in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance.
14. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, or excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by TAIT as part of Seller's Bid price when awarding the Bid.
15. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by TAIT or its designees. Seller 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.

16. **Notice.** 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:

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

(b) **Method of Notice.** All notices shall be given:

- i. by delivery in person; or
- ii. by a nationally recognized next day courier service; or
- iii. by first class, registered or certified mail, postage prepaid; or
- iv. by facsimile; or,
- v. by electronic mail,

to the address of the party specified below:

if to TAIT or the Authority:

and if to Seller:

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

Attn:
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.

c) **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 Seller 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 Seller 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 the City of Tulsa, Tulsa Airport Authority, or TAIT for its employees. The Seller 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 Seller 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 Seller 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 Seller 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 Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without TAIT's prior written consent. Seller 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.

28. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement; that s/he has read and understands the terms of this Agreement; and that Seller agrees to be bound by this Agreement and its incorporated documents.

[SIGNATURES ON FOLLOWING PAGE]

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.

ATTEST/WITNESS:

By: _____

Title: _____

APPROVED:

TULSA AIRPORTS IMPROVEMENT TRUST

By: _____

Alexis Higgins, AAE
Airports CEO

Chairman

FORM No. 3 – 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 Airports Improvement Trust, 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 Airports Improvement Trust, 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 (if none, enter NONE):

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: _____

FORM No. 4 – NON-COLLUSION AFFIDAVIT
(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, the Seller's Authorized Agent, of lawful age, being first duly sworn, state that:

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: _____

Title:

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

FORM No. 5 – 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 Tulsa Airports Improvement Trust 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, Tulsa Airport Authority, Tulsa Airports Improvement Trust, or of any other 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.

Remit to:

Attn:

Address:

City:

State/Zip:

Signature: _____

For:

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

FORM No. 6 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting Purchase Agreement.

List Date and Title/Number of all addenda or amendments: (Write “None” if applicable).

For:

Signature

Title: _____

Date: _____

FORM No. 7 – FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____, as Principal, and _____, a corporation, authorized to do surety business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa Airports Improvement Trust, Tulsa, Oklahoma, as Obligee in the sum of _____ (\$_____) lawful money of the United States of America for the payment of which sum, well and truly to be made, said Principal and Surety bind themselves, their heirs, personal representative, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF THE OBLIGEE, the Tulsa Airports Improvement Trust, shall make any award to the Principal of a contract for Bid _____ Description _____ (PROJECT) according to the terms of the proposal for bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bonds, or other security assurances, for the faithful performance thereof and payment of all costs in connection therewith, with surety or sureties approved by the Obligee; or if the Principal shall in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, but not exceeding the penalty of this Bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have executed this Bid Bond this _____ day of _____, 20____.

Principal

ATTEST:

Secretary

By: _____
President

Address
City
State
Telephone

Surety

By _____
Attorney-in-fact

Address
City
State
Telephone

CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND

FORM No. 8 – FORM OF PERFORMANCE BOND

Date: _____

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and _____, a corporation, organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa Airports Improvement Trust in the penal sum of _____ Dollars (\$_____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, personal representatives, trustees, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written contract with the Tulsa Airports Improvement Trust, dated _____ for the _____ (the "Contract"), all in compliance with the Contract, Contract Documents, and the plans and specifications therefor, made a part of said Contract and on file in the office of the TULSA AIRPORTS IMPROVEMENT TRUST.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract, the contract documents, and said plans and specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, supplies, materials, and/or repairs and all bills for and labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said Tulsa Airports Improvement Trust, its Trustees, officers, agents and representatives from all loss, damages, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its, subcontractors or its or their agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness, or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, employees, or subcontractors or their servants, agents or employees and if said Principal shall protect and save Tulsa Airports Improvement Trust, its Trustees, officers, agents and representatives harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, of the plans, specifications, drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

IN WITNESS WHEREOF, we have executed this Bid Bond this ____ day of _____, 20____.

Principal

ATTEST:

Secretary

By: _____

President

Address
City
State
Telephone

Surety

By _____

Attorney-in-fact

Address
City
State
Telephone

CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND

INSTRUCTIONS, TERMS, AND CONDITIONS FOR BIDDERS

1. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.

ACCEPTANCE. With respect to a Bid, Acceptance shall mean TAIT's selection of a Bid, and subsequently awarded and approved by the TAIT Board, of a Purchase Agreement to the Bidder/Seller.

ACCEPTANCE. With respect to delivery of Goods and/or Services provided under a Purchase Agreement, Acceptance shall mean TAIT's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.

ADDENDA, ADDENDUM, or AMENDMENTS(S) shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by TAIT which shall become a part of the agreement between the parties.

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for Work to be performed and Materials to be furnished.

AIR OPERATIONS AREA. For the purpose of these Specifications, the term Air Operations Area shall mean any area of the Airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated Runway, Taxiway, or apron.

AIRPORT means Tulsa International Airport (TUL) or R.L. Jones, Jr. Riverside Airport (RVS) in Tulsa, Oklahoma.

AUTHORIZED AGENT means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- o **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
- o **General Partnerships** – any partner can sign to bind all partners.
- o **Limited Partnerships** – the general partner must sign.
- o **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- o **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- o **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing

the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.

AWARD. The acceptance, by the Owner, of the successful Bidder's Proposal.

BID means the Seller's offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a Proposal for the Work contemplated.

BID BOND. The security assurance furnished with the bid to guarantee that the Bidder will enter into the Purchase Agreement if the Bidder's bid is accepted.

BID SUBMISSION DATE shall mean the last date by which TAIT will accept Bids for an Invitation For Bid.

CITY. The City of Tulsa, Oklahoma, a municipal corporation, which shall include the Tulsa Airport Authority ("Authority"), a charter agency thereof.

CONTRACT ITEM (PAY ITEM). A specific unit of Work for which a price is provided in the Purchase Agreement.

CONTRACTOR. The individual, partnership, firm, corporation or limited liability company primarily liable for the acceptable performance of the Work contracted and for the payment of all legal debts pertaining to the Work who acts directly or through lawful agents or employees to complete the Work.

MATERIALS. Any substance specified for use in the performance of the Work.

PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her Surety, if appropriate, as a guaranty that the Contractor will complete the Work in accordance with the terms of the Purchase Agreement.

PROJECT BUYER shall mean TAIT'S employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing Purchase Agreements herein, and the Airport employee responsible for administering the project on behalf of the Airport.

PURCHASE AGREEMENT. The written agreement covering the Work to be performed. The Awarded Purchase Agreement shall include, but is not limited to: The Advertisement; The Purchase Agreement Form; The Proposal; The Performance Bond, if applicable; any required insurance certificates; The Technical Specifications; and any addenda issued to Bidders.

SELLER shall mean the Bidder whose Bid TAIT selected and awarded a Purchase Agreement.

SIDA. The Security Identification Display Areas (“SIDA”) means that area or areas of the Airport in which a security badge shall be displayed at all times on the outermost garment of clothing.

SUBCONTRACTORS. Those persons or entities having a direct contract with the Contractor to perform any Work or supply any Materials or Equipment required for the Work.

SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) Work that would increase or decrease the total amount of the Awarded Purchase Agreement, or any Major Contract Item, by more than 25 percent, such increased or decreased Work being within the scope of the originally Awarded Purchase Agreement; or (2) Work that is not within the scope of the originally Awarded Purchase Agreement.

TAIT. The Tulsa Airports Improvement Trust, a public trust organized and existing pursuant to the laws of the State of Oklahoma, the beneficiary of which is the City of Tulsa. Sometimes referred to herein as “Owner” or “Sponsor” and authorized to operate and manage the airports.

END OF DEFINITIONS SECTION

2. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, or email) to the Project Buyer. Bidder should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. At TAIT's discretion, any information or clarification made to Bidder may be communicated to other Bidders that notified TAIT of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. Bidder must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other staff or the Bid may be disqualified, any Purchase Agreement recommendation or Acceptance may be rescinded, or any Purchase Agreement may be terminated and delivered Goods returned at Bidder's expense and TAIT refunded any payments made.
3. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any resulting Purchase Agreement. All modifications, addenda or amendments must be made in writing by TAIT's Project Buyer, or its consultant hired to assist in this Project.
4. **EXAMINATION BY BIDDERS.** Bidder must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at Bidder's own risk.
5. **ADDENDA TO INVITATIONS FOR BID.** TAIT may issue one or more addenda to the Invitation For Bid at any time before the Bid Submission Date, and any such addenda shall become a part of this Agreement. TAIT will attempt to send a notification (by email) of any addenda to those Bidders who have responded to TAIT's Project Buyer of their intent to respond to the Invitation For Bid. However, it is the Bidder's responsibility to inquire about any addenda, which will be available from TAIT's Project Buyer and its website. Bidder must acknowledge receipt of any addenda (Form No. 6) by signing the Acknowledgment of Receipt of Addenda form and attaching it to this Invitation For Bid the Bid. TAIT may reject any Bid that fails to acknowledge any addenda.
6. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, TAIT's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict Bidder to that brand or model, etc. TAIT may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, Bidder is required to furnish the exact item described in the Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent Purchase Agreements are performed. Therefore, TAIT may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to TAIT. In the case of existing Purchase Agreements, Bidder shall give TAIT 30 days advance notice in writing of any such proposed changes or substitutions. TAIT shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.

7. **INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES.** An estimate of quantities of Work to be done and Materials to be furnished under these Specifications is given in the Proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of Proposals and the Award of the Purchase Agreement. TAIT does not expressly or by implication agree that the actual quantities involved will correspond exactly with the estimates; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the Work. Payment to the Contractor will be paid only for the actual quantities of Work performed or Materials furnished in accordance with the Plans and Specifications. It is understood that the quantities may be increased or decreased as the Project Buyer sees fit to accomplish the Work without in any way invalidating the unit bid prices.
8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, Bidder guarantees unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by Bidder to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified; however, offered discounts for prompt payment will be taken if payment is made within the discount period. With respect to some Invitations for Bid, TAIT may request price adjustment Bids for renewal periods. If price adjustments Bids are requested the specifics of that request will be set forth on the Bid
9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Destination, or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
10. **TAXES.** TAIT is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices. TAIT's exempt status does not pass through to Bidder's Purchase Agreement. Bidder is responsible for determination of any tax liability incurred.
11. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.** The Bidder is expected to carefully examine the site of the proposed Work, the Proposal, Plans, Specifications, and Purchase Agreement forms. Bidder shall satisfy himself as to the character, quality, and quantities of Work to be performed, Materials to be furnished, and as to the requirements of the proposed Purchase Agreement. The submission of a Bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the proposed Purchase Agreement and Specifications.
12. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and when properly executed by an Authorized Agent, the signature is prima facie evidence that it was executed with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date").

A Bid is an irrevocable offer and when accepted by TAIT (as evidenced by TAIT's execution of the Purchase Agreement) shall constitute a firm Purchase Agreement.

- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. BIDDER MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B. Sealed Bids may be either mailed or delivered, but must be received at:**
 - Tulsa Airports Improvement Trust 7777
 - Airport Drive, Suite A211
 - Tulsa, Oklahoma 74115
- C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for TAIT holidays. TAIT is not responsible for the failure of Bids to be received at the TAIT Office prior to the due date and time.**
- D. Late Bids will be rejected.** Notwithstanding, in TAIT's sole discretion, exceptions made for the following reasons:
 - 1. TAIT is closed for business for part or all of the day on the date the response was due;
 - 2. If TAIT deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 - 3. If documented weather conditions caused the late delivery. Bidder must provide documentation of such weather to the satisfaction of TAIT.
 - 4. TAIT may waive any formalities or minor irregularities in the best interest of competition and/or in the best interest of TAIT.
- E. TAIT will not accept faxed Bids**
- F. TAIT is not responsible for any of Bidder's costs in preparing the Bid response, attending a pre-Bid conference, or any other costs Bidder incurs, regardless of whether the Bid is submitted, accepted or rejected.**
- G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Bidder's name and address must also be clearly indicated on the envelope.**
- H. If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.**
- I. The number of copies Bidder must submit is listed on the Notice of Invitation to Bid page in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for TAIT's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.**
- J. Multiple boxes or envelopes are permissible Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). The original must be in Box #1.**
- K. The original and all copies (either paper or electronic) must be identical in all respects. Any corrections to the Bids must be initialed in ink.**

13. DISQUALIFICATION OF BIDDERS. A Bidder shall be considered disqualified for any of the following reasons:

a. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future Work of TAIT until any such participating Bidder has been reinstated by TAIT as a qualified Bidder.

b. If the Bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF BID FORMS of this section.

c. TAIT reserves the right to disqualify a Bidder if a determination is made after examination of bids indicating that the Bidder is not properly qualified as required by law, regulations or other bidding documents.

d. No Purchase Agreement will be awarded to any person or persons, firm, partnership, company or corporation that is in arrears to TAIT, the Tulsa Airport Authority ("Authority"), and/or the City of Tulsa ("City") upon any debt of contract, or in default as surety or otherwise, upon any obligation to TAIT, Authority and/or City.

14. BID REJECTION OR WITHDRAWAL.

- A. TAIT may reject any or all Bids, in whole or in part.
- B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to TAIT.**
- C. A Bid may be rejected if Bidder is currently in default to City or TAIT on any other contract or has an outstanding indebtedness of any kind to City or TAIT.
- D. A Bid may be rejected if Contractor has been deemed to be default under previous contracts with TAIT.
- E. A Bid may be rejected if Contractor has performed Unsatisfactory Work on previous contracts with TAIT.
- F. TAIT has the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- G. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the Airport Authority offices before the City's close of business on the Bid Submission Date.

15. PURCHASE ORDER. In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by TAIT to be in the best interests of TAIT, TAIT, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by TAIT and Bidder/Seller.

16. PURCHASE AGREEMENT AWARD. If a Purchase Agreement is awarded, it will be awarded to the Bidder that TAIT determines is the lowest responsible Bidder meeting specifications. Such Bid analysis may consider price and other factors, such as Bidder qualifications and financial ability to perform the Purchase Agreement, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with TAIT, and guarantees of materials and equipment, as specified in the Bid documents. Unless otherwise noted, TAIT

reserves the right to award a Purchase Agreement by item, one or more groups of items, or all the items in the Bid, whichever is in TAIT's best interest.

17. **CANCELLATION OF AWARD.** TAIT reserves the right to cancel the Award without liability to the Bidder, except return of Proposal Guaranty, at any time before a Purchase Agreement has been fully executed by all parties and is approved by TAIT in accordance with the subsection titled APPROVAL OF PURCHASE AGREEMENT.
18. **REQUIREMENTS OF PURCHASE AGREEMENT BONDS.** At the time of the execution of the Purchase Agreement, if required by the specifications, the successful Bidder shall furnish TAIT a surety bond or bonds that have been fully executed by the Bidder and the Surety guaranteeing the performance of the Work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the Work. The Surety and the form of the bond or bonds shall be acceptable to TAIT. Unless otherwise specified in the specifications, the surety bond or bonds shall be in a sum equal to the full amount of the Purchase Agreement.

Oklahoma Statutes, Title 61 §107 and §113 provide that irrevocable letters of credit may be utilized by Contractors on public improvement projects in lieu of bonds. Under the relevant sections of the statute, a Contractor shall provide the following:

- (a) Bid Bond, certified check, cashier's check, or irrevocable letter of credit – Okla. Stat. tit. 61 §107;
 - (b) Payment (statutory) bond or irrevocable letter of credit – Okla. Stat. tit. 61 §113(B)(1);
 - (c) Performance Bond or irrevocable letter of credit – Okla. Stat. tit. 61 §113(B)(2)
19. **IRS FORM W-9.** If TAIT selects Bid and awards a Purchase Agreement to Bidder, Bidder will have ten (10) days from notification of the award to provide TAIT with Bidder's complete IRS Form W-9.
20. **NOTICE TO PROCEED.** If TAIT accepts Bidder's Bid and: a) executes the Purchase Agreement, Bidder shall not commence work until authorized to do so by the Project Buyer; or b) if TAIT issues a Purchase Order, it is Notice to Proceed unless otherwise specified..
21. **PAYMENTS.** Invoices should be mailed to:
- Tulsa Airports Improvement Trust
P.O. Box 581838
Tulsa, Oklahoma 74158

Payment will be made Net 30 days after receipt of a properly submitted invoice or the TAIT's Acceptance of the Goods and/or Services, whichever is later, unless TAIT decides to take advantage of any prompt payment discount included in the Bid.

SPECIAL REQUIREMENTS

1. **IRREVOCABLE OFFER PERIOD.** Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the Tulsa Airports Improvement Trust's close of business on the Bid Submission Date until [REDACTED] days after the Bid Opening Date.
2. **INSURANCE AND INDEMNIFICATION.** Before the execution of the Purchase Agreement, the Contractor shall obtain all insurance required under this section as specified in the Project Specifications. The Contractor shall not allow any Subcontractor to commence Work until the Subcontractor has also obtained insurance applicable to his Work, including Workers' Compensation and Employer's Liability coverage, which is acceptable to the Contractor. The Contractor shall maintain insurance throughout the life of this Purchase Agreement including the guarantee and maintenance periods.

The Contractor, its principals, partners, employees, agents, representatives, successors or assigns, hereby agree to protect, defend, save harmless and indemnify Owner, the Tulsa Airports Improvement Trust, Tulsa Airport Authority, the City of Tulsa, their Trustees, Councilors, officers, employees and authorized representatives or their successors against any loss, cost, damage, suits, expense, judgment or liability of any kind whatsoever, from or by reason of or on account of, as a result of Work or activities of any nature whatsoever arising directly or indirectly under this Purchase Agreement, including any claims for injury to person or property or death to the party or to employees of the Contractor, the Subcontractors or its principals or of TAIT, the Tulsa Airport Authority or the City of Tulsa.

The Contractor shall purchase and maintain in full force during the life of this Purchase Agreement, Commercial General Liability insurance as shall protect TAIT and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from any operations under the Purchase Agreement, whether such operations be those of the Contractor, a Subcontractor or anyone directly or indirectly employed by either of them. Commercial General Liability insurance shall meet the requirements set forth below:

All required coverage, underwritten on an occurrence basis, must be provided by an insurance company authorized to do business in the State of Oklahoma with an AM Best rating of A-VII or better. Contractor may use an excess policy or umbrella to reach required limits. Tulsa Airports Improvement Trust, Tulsa Airport Authority and the City of Tulsa, their trustees, councilors, officers and employees shall be named as additional insureds on all policies except Workers' Compensation and Employer's liability coverage. Certificate(s) of insurance, on a form satisfactory to TAIT, shall be completed and submitted with the Purchase Agreement to be approved by TAIT.

The Contractor shall also purchase and maintain during the life of this Purchase Agreement, Worker's Compensation insurance as required by law for all employees who will Work on this Project and Employer's Liability with a minimum of \$100,000 per accident; \$100,000 for disease any one employee; and \$500,000 for disease any one occurrence. If any Work is provided by Subcontractors, the Contractor shall require each Subcontractor to provide similar Workers' Compensation and Employer's Liability insurance coverage.

Contractor's insurance policies shall contain a Waiver of Subrogation in favor of TAIT, the Tulsa Airport Authority and the City of Tulsa. Each certificate of insurance required hereunder SHALL state that **TAIT will be notified in writing of any alteration, modification, cancellation, non-renewal or expiration of the insurance policy not less than thirty (30) days prior to the effective date thereof, except ten (10) days' notice for non-payment of premium.** The Contractor shall obtain similar or greater insurance prior to the expiration or termination of any existing insurance contract.

The insurance described herein is intended to fully protect TAIT, the Tulsa Airport Authority, the City of Tulsa, their trustees, councilors, officers, servants, employees and authorized representatives or their successors, the Contractor and Subcontractors from any loss whatsoever arising from Contractor's operations. The Contractor and the company issuing such insurance shall prosecute and defend all court actions at no expense to the Owner or to other named insureds.

3. **LIENS.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of the City of Tulsa or TAIT. Bidder shall deliver all goods to TAIT free and clear of liens. Delivery by Seller to TAIT of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by TAIT as a result of the existence of such liens shall be paid to TAIT by Seller. At TAIT's option, TAIT may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse TAIT for any payments made for such goods.
4. **DISPOSAL OF MATERIALS AND SUPPLIES.** Contractor shall be responsible for the proper disposal of all Materials, supplies, debris, trash, etc., created as a result of the Contractor's Services. Contractor shall comply with all applicable laws, rules and regulations in force at the time of disposal. All disposals of Materials and supplies shall be pre-approved and are at the discretion of the Project Buyer.
5. **BID PROTEST PROCEDURE.** Bid protest procedures are set out on our website on the Business Opportunities page of our website at www.tulsaairports.com. Failure to follow the procurement protest procedure set out in TAIT's policies constitutes a waiver of your protest and resulting claims.

Submission Form
Access Control Reader Board Updates
RFP# IT Advertising Displays 2026

For submission, please fill out and return this form. Please submit using the bottom section of this form as the Table of Contents.

Company Name:

Subcontractors:

Please list all potential subcontractors and their responsibilities onsite.

Company Name	Responsibilities Onsite
<i>ABC company</i>	<i>drywall, electrical</i>

Pricing:

Pricing all parts, materials, labor, and equipment rental. Pricing must include 3 year parts and 1 year labor warranty starting at the project completion date, and all associated costs with the project. We would like to see pricing for purchasing the equipment in one transaction – as well as pricing to pay for it annually as a service. Expected contract length for “as a service” is 5 years. Multiple options can be presented for the same location. TAIT reserves the right to selectively choose which displays we will install with this contract.

Please fill out the Excel sheet for Pricing Proposal.

Table of Contents:

- **Pages 1 – 31 of contract document**
- **This Form**
- **Excel Pricing Proposal sheet.**
- **Page R-1.....References IT Advertising Displays 2026**
- ***No need to include the scope of work or div 27 specs in your submittal***
- **Introduction Letter**
- **Please submit the BICSI copper installer 2 or equivalent certifications of the technicians who will be onsite during the project. (see div 27 spec)**
- **Schedule**
- **Rough Renderings, Specs, and other documentation**

BID FORM – References (EXHIBIT C)
Tulsa Airports Improvement Trust (TAIT)
RFP# IT Advertising Displays 2026

RFP# IT Advertising Displays 2026: REFERENCE SHEET Contractor shall include with their bid, references which shall include, the Company name, address, telephone number, e-mail address, contact person, contract length, a minimum of three (3) properties for which the bidder is currently furnishing or has in the past furnished in a similar manner.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

CONTACT PERSON: _____

CONTRACT LENGTH: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

CONTACT PERSON: _____

CONTRACT LENGTH: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

CONTACT PERSON: _____

CONTRACT LENGTH: _____

Scope of Work
Wayfinding Electronic Display Updates
RFP# IT Advertising Displays 2026

Contents:

Section A – Scope of Work Description

Section B – Compliance

Section C - Questions of the Request for Proposal

Section D - ADDITION/DELETION

Section E - Employee Identification and Access Control

Section F - Project Timeline, Goals, and Deadlines

Section G - Contractor Requirements

Section H - Cabling

Section I – Electrical

Section J – Content

Section K – Displays

Section L – Grading Rubric

Section M – Deliverables at Project Close-Out:

Section N – Parking

Section A – Scope of Work Description

1. The Scope of Work for the Tulsa International Airport (“TAIT”) is to install new, creative video solutions for advertising in a few key parts of the airport. This includes displays, electrical, data, and installation. Content and content players will be provided by TAIT.
2. The Company or the Company’s subcontractor will follow all standards and requirements as listed in these documents. TAIT reserves the right to change or update the standards. Any changes to the standards requiring different equipment other than what is specified will be signed off as a change order to this agreement. In the event of a malfunction of installed equipment, the company will make the necessary repairs or adjustments to the equipment in order to return it to normal service as soon as possible. Any recommendations requiring additional costs for implementation will include a written cost estimate.
3. IT Project Manager will serve as the point of contact and overseer of this project.
4. The Scope of Work will include any additional Work not contemplated herein that TAIT and the Company agree that the Company will do, provided that the additional scope is in writing, and that all the terms of conditions of the Agreement and this Scope of Work apply without exception to the additional work, as if the same were fully set out in the additional work.
5. The Company will maintain the Airport Main Terminal building: 7777 Airport Drive
6. Inclusive of annexed building addresses:
 - i. The Exchange Building 2315 North Cargo Road
 - ii. Cargo 1 2187 North Cargo Road
 - iii. Cargo 2 2161 North Cargo Road
 - iv. Cargo 3 2139 North Cargo Road
 - v. US Customs Building 2100 North Cargo Road
 - vi. ATCT 3316 N Memorial Drive
 - vii. LAZ Parking Offices 7504 E Young Place
 - i. 7500 E Young Place

Section B – Compliance

1. Low Voltage Cabling and electrical work will remain in compliance with all NFPA standards, version 2015 International Fire Code, version 2015 Building Code, and each applicable updated version as adopted into code. Remain in compliance with the City of Tulsa Title 14 and all applicable updated adoptions into code. Low voltage cabling will remain in compliance with BICSI standards.
2. As noted in “Tulsa Airport - Div. 27 Proposed Standard Spec 10-16-2025” a BICSI copper installer 2 or greater must be present onsite during all data cabling installation.
3. Electrical work must be done safely and according to code by an appropriately licensed electrician.

Section C - Questions of the Request for Proposal

1. All questions regarding this Request for Bid (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of the RFP. All questions shall be submitted on or before 8:30am on 1/22/26 and should be addressed as follows, “Scope of Work/Bid Content.” Questions shall be e-mailed to Mark Farah – IT Project Manager MarkFarah@FlyTulsa.com

2. All interpretations, corrections, or additions to the RFP will be made only as an official addendum that will be posted to <https://flytulsa.com/business/business-opportunities/businessopportunities/> and it shall be the contractor's responsibility to ensure they have received all addenda before submitting a proposal.
3. Any addendum issued by TAIT shall become part of the RFP, and must be incorporated in the proposal where applicable.

Section D - ADDITION/DELETION

1. TAIT reserves the right to make additions to, or deletions from the original contract specified equipment service locations. It is likely that TAIT will not proceed with every display in the proposal. However, we need to understand costs to determine ROI on our end and select the displays that will benefit us the most.

Section E - Employee Identification and Access Control

1. PLEASE SCHEDULE 2 WEEKS FOR YOUR EMPLOYEES TO BE BADGED. While badging can take less than 2 weeks, that is amount of time governing bodies require to evaluate an applicant. Contractor must remain very proactive about badging as this is the contractor's responsibility.
2. Contractor to schedule his employees for badging beginning as soon as contract is signed.
3. Submission of onsite personnel first name, last name, and email address to markfarah@flytulsa.com will begin the badging process.
4. Scheduling with the badging office is done through the scheduling portal at <https://flytulsa.com/business/operations/badging-information/> , or by contacting the badging office at 918-838-5090 badgingoffice@tulsaairports.com
5. Equipment and tools must go through TSA or be sniffed by a bomb dog (airport dispatch notified 20 minutes before bomb dog is required).
6. Notify IT Project Manager of all personnel to be badged and what company they are with to begin the badging process.
7. Fingerprinting and training are a part of badge application.
8. Additional information, appointment booking, acceptable forms of ID, and the Badge application, can be found in the files, "Badge – Additional Information," "Badge – Appointment Booking," "Badge – List of Acceptable Documents," and "Badge – TUL Application."
9. The Contractor shall agree that Contractor and Contractor's employees shall be required to successfully complete the Airport ID Badging process prior to beginning work and will be required to follow all TAIT, FAA, and TSA strict security rules and regulations. The badging process requires a Federal Criminal History Records Check.
10. The Contractor shall agree that the Contractor will be held responsible for Contractor's employees. Contractor and Contractor's employees shall not enter any of the Airport's restricted areas, unless authorized.
11. The Contractor shall agree that Contractor and Contractor's employees shall have Airport ID Badges and shall display the badge, at all times, while on TAIT properties.
12. It is the sole responsibility of the Contractor to notify Airport Security and Airport Representative immediately should a badge require access change, employee termination, and lost/unaccounted for badges.
13. The Contractor shall agree Contractor is responsible for all TAIT badge fees.

- i. Deposit \$50.00 (Refundable at badge return)

- ii. SIDA Badge \$60.00
 - iii. AOA Badge \$30.00

 - iv. 1st Lost Badge \$50.00
 - v. 2nd Lost Badge \$100.00
 - vi. 3rd Lost Badge \$200.00

 - vii. 1st Violation \$65.00
 - viii. 2nd Violation \$115.00
 - ix. 3rd Violation \$215.00

 - x. Company 1st Violation \$1000.00
 - xi. Company 2nd Violation \$3000.004
 - xii. Company 3rd Violation \$5000.00
 - xiii. Damaged Replacement \$15.00
 - xiv. Non-Return \$50.00
 - xv. *All subject to price increase.
14. The Contractor shall agree that Airport ID Badges are to be worn exclusively during work hours. Only authorized Contractor and Contractor's employees with ID Badges are allowed on the work premises of the Airport Buildings.
 15. The Contractor and Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized Contractor or Contractor's employee and the Contractor has appropriate badge permissions.
 16. The Contractor shall agree and be responsible for complying to all TAIT procedures necessary to assure that Contractor and Contractor's employees, who have unescorted access, to any area on the Airport that is security controlled, have met and are in compliance with TAIT, FAA, and TSA strict security rules and regulations.
 17. TAIT reserves the right to demand a background investigation of the Contractor and any Contractor employee before beginning work in the Airport facilities and during the course of the contract. This process is additional and shall be at the expense of the Contractor.
 18. The Contractor shall agree that the cleaning of Government Property shall require a background investigation of the Contractor and any Contractor employee. Background investigations shall be completed before beginning work in the Government Facilities and during the course of the contract. This process is additional and shall be at the expense of the contractor.
 19. All fees not paid by the Contractor, will be deducted from payments made to the Contractor.
 20. Due to increased security measures at Tulsa International Airports, only vehicles with permission may be left unattended along curb adjacent to the Airport Terminal Building. The Contractor and Contractor's employees shall cooperate at all times with Airport Security and Operations and follow all TAIT, FAA, and TSA security rules and regulations.

Section F - Project Timeline, Goals, and Deadlines:

- 1) Work may be performed during business hours or after business hours.
- 2) RFP to be published by TUL on 8/30/26.
- 3) Pre-Bid Meeting (optional but strongly recommended) in person on 9/10/26 at 11am

- 4) Questions Due at 8:30am on 9/17/26.
- 5) Updated answers to the questions will be published by 9/18/26.
- 6) Proposals due from contractor at 8:30am before bid opening on 9/24/26. Bid opening in room A211 at 9am.
- 7) TUL evaluation and selection of proposals from 9/24/26-9/30/26.
- 8) Selected proposal presented to Board or CEO for approval on or by 10/8/26.
- 9) Contract to work with TAIT and get the contract signed.
- 10) Contractor initiates badging ASAP
- 11) Contractor Orders equipment ASAP.
- 12) Contractor proposes timeline including qualifications and dates for 25%, 50%, 75%, and 100% completion.
- 13) Contractor proposes schedule for weekly project meetings during the project.
- 14) Any delays must be submitted in writing ASAP to the IT Project Manager. Requests for any timeline extensions to be submitted at least 4 business days (when possible) before a listed timeline event with explanation. Contractor must work to attempt to return to timeline as outline proposed. If not possible, contractor will furnish to owner updated timelines with respect to any approved timeline extensions.

Section G - Contractor Requirements:

- 1) Contractor must list all potential subcontractors in the proposal.
- 2) It is important to clean up an area as soon as it is completed.
- 3) Materials must be onsite and inventoried prior to construction.

Section H - Cabling:

- 1) Data cabling must follow the standards in "Tulsa Airport - Div. 27 Proposed Standard Spec 10-16-2025" document.
- 2) Data cabling exists at some locations and can be used. Other locations will need new data cabling run.

Section I - Electrical:

- 1) Electric exists at some locations. But new electric will need to be run to other locations.
- 2) Label the faceplate of the receptacle with the panel name and breaker number
- 3) Replace existing electric with surge outlets using Leviton T5280-W surge protection outlet or equivalent.
- 4) Airport would like hard conduit in the ceiling. MC cabling is acceptable to drop down the wall.

Section J - Content:

- 1) Content is not a part of the scope of work.
- 2) Content and content players will be provided by the airport.
- 3) The airport uses AOPEN Chromebox Mini 2 to provide HDMI output and content to the displays. Each device has 2 HDMI outputs and can support up to 2 4k displays.
- 4) Media boxes or some form of serviceable space will be required for the chromeboxes, electrical connections, and data connections. Please include in your proposals.

Section K – Displays:

- 1) These are all indoor applications of displays.
- 2) Displays must be capable of color video with a high enough resolution to read text from the typical viewer's distance.

- 3) Displays must be appropriately bright to be clearly seen during the daytime.
- 4) Displays must be capable of receiving an HDMI input from our content players.
- 5) Displays must have network management and monitoring.
- 6) We need to be able to send a command to reboot the display over the network
- 7) We need to have some form of network monitoring to alert us when the display thinks it has an issue. The alert can be snmp, email, or an api connection to Connectwise Manage. If there's another method of alert, please include it.
- 8) Displays must be serviceable. We want a solution where we can easily find parts. We do not want to replace an entire custom solution every time something goes wrong.
- 9) If you are able too, please include some renderings.
- 10) Minimum of 3 years manufacturer's warranty.

Below are some images of where we want displays:

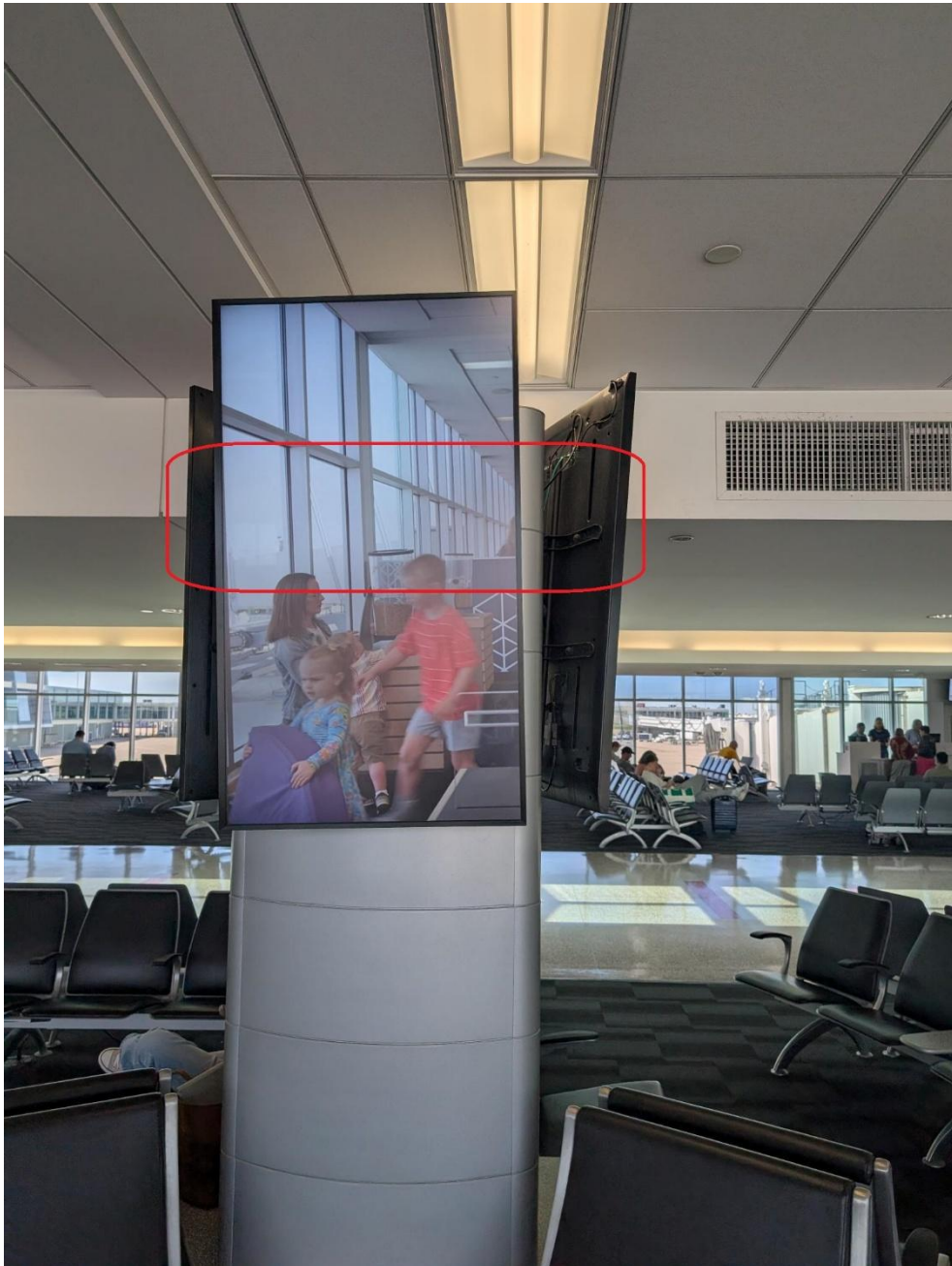
A2 Wall:

Get creative with this wall. This is our new building, and we want something modern here. It could be a thin strip of a display, or offset strips, or something else entirely. There is some power and data already present. We want to cover up the faceplates with this display. The faceplates span 202 inches. Anticipated content is a mix of advertising and flight information. Clarity of text will be important.



Advertising Columns:

On these columns, we want something that is more modern than our current application. There was a suggestion of a “halo” type of display which is somewhat suggested below. That would be an option, but we are open to other ideas. We need to maintain a high enough pixel density so that text is legible from a few feet away. Anticipated content type is ads. A Halo would be approximately 1.5ft H x 8ft diameter.



Bag Claims:

The display will be behind the column and will be suspended from the ceiling right in front of the windows. Again, the red box is a suggestion, but there is room for some creativity. Anticipated content type is ads. Approximately 14ft x 3ft.



Atrium on Concourses:

These displays are located on the secure side – heading out towards the public side. There's not a lot of space here, so a rectangle seems to be about the only option. Anticipated content type is ads.

Approximately 10ft x 2ft

**Section L - Grading rubric RFP Grading Criteria:**

- Expedience of Timeline – getting this project done quickly is a goal for us. As much as possible, off-the-shelf and in stock components are desired.
- Cost Effectiveness – We are looking for something that has a big impact but remains cost effective. Off-the-shelf components could aid in this.
- Modernity/Creativity of proposed solutions – We are wanting suggestions of display arrangements that will really catch someone's attention and look to be a modern aesthetic.
- Completeness of proposal and proposed solutions – please ensure every checkbox is filled, and the documentation is returned 100% completed.

Section M – Deliverables at Project Close-Out:

- 1) Cabling tests for all new or re-terminated data cabling as described in "Tulsa Airport - Div. 27 Proposed Standard Spec 10-16-2025"

- 2) Cabling maps for all new data cable as described in "Tulsa Airport - Div. 27 Proposed Standard Spec 10-16-2025"
- 3) Remaining cable spools ordered for this project with over 100ft on them need to be delivered to TAIT.
- 4) Warranty information
- 5) Manuals and instructions
- 6) Any other installation documentation

Section N – Parking:

Contractors can park in the area circled in red. Airport will provide contractor badging for the required vehicles.



Tulsa Airports Improvement Trust

Division 27 Specification

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

Table of Contents:

Part 1 – General

1.1 Summary	3
1.2 Telecommunications System Work	3
1.3 Substitutions	4
1.4 Submittals	4
1.5 Quality Assurance	6
1.6 Maintenance	8
1.7 Warranty	8

Part 2 – Products

2.1 Open Cable Tray, Ladder Rack and Support System	9
2.2 Local Area Network Cable	10
2.3 Copper Termination Hardware	11
2.4 Fiber Termination Hardware	13
2.5 Racks and Cable Management	14
2.6 Bonding and Grounding	18
2.7 Firestopping	19

Part 3 – Execution

3.1 Installation General	20
3.2 Installation Communications Infrastructure	22
3.3 Labeling	23
3.4 Field Testing and Cable Certification	25
3.5 Cleanup	27

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes products and execution requirements pertaining to Division 27 systems. Copper and fiber backbone and horizontal cabling along with support systems are covered under this document.
- B. Product specifications, general design considerations, and installation guidelines are provided in this document. Quantities for all structured cabling products will be provided as required to complete the horizontal cabling for all work stations as shown on floor plans.
- C. The same manufacturer's product will be utilized throughout the entire project for all copper and fiber optic structured cabling.
- D. Specification is based on a nCompass cabling system comprised of Legrand and Superior Essex products.
- E. For approved equal see 1.3 for substitution request requirements. No substituted products will be installed except with written approval by Owner.

1.2 TELECOMMUNICATIONS SYSTEM WORK

- A. General:
 - 1. Furnish all labor, materials, tools, equipment and services for the installation in accordance with general provisions of specifications and the Contract Drawings.
 - 2. Report percentage of work completed on a monthly basis.
 - 3. Completely coordinate with work of all other trades.
 - 4. Provide and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure and complete installation, whether or not specifically indicated in the Contract Documents.
 - 5. Provide and install all floor penetrations, floor sleeves, conduit raceways, wall penetrations, etc. not shown on the electrical plans but needed for the routing of cabling provided herein.
 - 6. Provide and install all cords in the work area, telecommunication rooms and equipment room.
 - 7. Provide labor for testing horizontal and backbone cabling.
 - 8. Provide and install fire stopping.
 - 9. Provide and install telecommunications bonding and grounding system.
- B. Provide and install complete installation for Structured Telecommunications Cabling and Physical Support System including but not limited to
 - 1. Category 6a UTP horizontal cables.
 - 2. Category 6a modules and patch panels.
 - 3. Category 6a cords
 - 4. Work area telecommunication outlets of equal performance to the horizontal cable.
 - 5. Wall mounted outlets of equal performance to the horizontal cable
 - 6. Multimode optical fiber premise backbone cables.
 - 7. Single-mode optical fiber premise backbone cables.
 - 8. Optical fiber enclosures.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

9. Optical fiber connectors.
10. Optical fiber patch cords.
11. Equipment mounting racks and rack enclosures.
12. Wire management
13. Field testing.
14. Conduit floor sleeves, conduit and supports required for installation of all cabling.
15. Grounding and bonding system
16. Fire stopping.

C. Purchasing

1. Purchase all materials from an authorized Distributor.
2. Provide complete price breakdown of material and handling fees.
3. All material required for completion will be new for project.

1.3 SUBSTITUTIONS

A. Prior to bid

1. Any structured cabling product substitutions, from another manufacturer, will not qualify for nCompass Limited Lifetime Standard Warranty. Where substitutions are approved, an equivalent Manufacturers Warranty will be provided for that solution with a minimum 20 year Manufacturer's Warranty.
2. All substitution requests will be submitted to Engineer 10 business day prior to bid date for Owner approval.
3. All specified part numbers will be individually address and part numbers being requested as "equal" will be stated.
4. All part numbers being requested as "equal" will meet all "will" stated requirements for that product.
5. Provide supporting "equal" documentation for each individual part number. The following will be included but not limited too.
 - a. Data sheets of each part number
 - b. 3rd party test results with performance guarantees highlighted
 - c. Sample of each part number being requested as "equal"

1.4 SUBMITTALS

A. With Bid

1. Contractor will submit company certificate from approved manufacturer showing that they are in good standing to offer extended warranty coverage.
2. Training certificate of telecommunications contractor doing the work will be submitted with bid.

B. Prior to Start of Work

1. Submittals will be submitted in one single package. Partial submittals will not be considered.
2. Material lists, schedule of values, lists of subcontractors, and proof of Contractor qualifications will be provided to Owner/ Engineer

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

3. Performance bonds, payment bonds, and insurance certifications will be submitted by the Contractor prior to execution of the contract.
 4. Shop drawings will be submitted to Owner/ Engineer. All communication system shop drawings will include:
 - a. Manufacturer's data (specifications, "cut sheets").
 - b. Wiring diagrams for all installed cabling.
 - c. Equipment rack/cabinet layouts.
 - d. Proposed labeling schemes and labeling method.
 - e. List of cabling distances (typical and maximum) for all structured cabling
 - f. Copies of training certificates for all technicians and the project manager who will support this project.
 - 1) A list of managers and technicians certified
 - 2) Approved manufacturer classes satisfactorily completed.
 - g. Contractor will submit a test plan with the submittal package that defines the tests required to ensure that the system meets technical, operational, and performance specifications. The test plan must also meet manufacturer's certification requirements.
 - h. Work will not proceed without the Owner/ Engineer approval of the submitted items.
 5. Drawings & Inspection of Site:
 - a. Communications floor plan drawings are to scale and typically are not dimensioned. The Contractor will not scale drawings for equipment placement and clearances. Dimensions given on drawings will always take precedence over scaled drawings.
 - b. Any existing wires, utilities, or equipment shown on the drawings are shown for general information and to the best knowledge of the Owner/ Engineer. The Contractor will field verify all existing wires, utilities, or equipment.
 - c. The Contractor will field verify distances and equipment placements coordinating locations with other trades, construction managers, and General Contractor prior to installation.
 - d. If possible, the Contractor will review all site conditions prior to submitting a bid on this project. Any obvious discrepancies between the site conditions and bidding documents will be brought to the attention of the Owner/ Engineer at the time of bidding so clarification can be made by addendum.
 - e. Change order requests for additional costs related to the contractors misunderstanding related to the amount of work involved and lack of knowledge related to the site conditions will not be allowed.
 - f. Convene pre-installation meeting 2 weeks prior to start of installation of horizontal communications cabling. This meeting will review installation timeline and allow for coordination with additional contractors on site.
 6. Test Reports: Submit copies of complete reports of all testing performed to the General Contractor, with copies to the Owner/ Engineer prior to job completion.
- C. After project completion
1. Contractor must register project for the Manufacturer's standard warranty within 30 days of project completion.
 2. A copy of the warranty certificate will be submitted to the Owner/Engineer.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

3. Contractor must turn in maps depicting major cabling routes taken, and with each endpoint location clearly labelled.

1.5 QUALITY ASSURANCE

- A. Installation Reference Standards (all codes and standards compliance will be to the most current revision available), including applicable addendums. Cable installation will comply with the following:
 1. NEC® 2020: National Electric Code®, 2020. Use the most current revision required by location.
 2. ANSI/TIA-568.0: Generic Communications Cabling for Customer Premises.
 3. ANSI/TIA -568.1: Commercial Building Telecommunications Infrastructure Standard.
 4. ANSI/TIA-568.2: Balanced Twisted Pair Telecommunications Cabling and Components Standard.
 5. ANSI/TIA-568.3: Optical Fiber Cabling Standard.
 6. ANSI/TIA-569: Telecommunications Pathways and Spaces
 7. ANSI/TIA-606: Administration Standard for Telecommunications infrastructure.
 8. ANSI/TIA-607: Generic Telecommunications Bonding and Grounding (Earthing) for customer premises.
 9. ANSI/TIA-758: Customer Owned Outside Plant Telecommunications Infrastructure Standard
 10. ANSI/TIA-526-7: Optical Power Measurements of Installed Single Mode Fiber Cable
 11. TIA-526-14: Optical Power Loss Measurements of Installed Multimode Fiber Cable
 12. TIA-598: Optical Fiber Cable Color Coding.
 13. BICSI-TDMM, Building Industries Consulting Services International, Telecommunications Distribution Methods Manual
 14. ISO/IEC 11801-1 Part 1: General Requirements.
 15. ISO/IEC 11801-2, Part 2: Office Premises.
- B. Horizontal Cabling System Performance
 1. Will be a Cat 6a copper cabling system
 - a. Will be backed by a minimum 20 Year SCS Warranty guaranteeing ANSI/TIA 568 compliance
- C. Materials:
 1. All materials will be UL or ETL listed and verified and will be marked as such.
 2. Products will be regularly catalogued items of the manufacturer and will be supplied as a complete unit in accordance with the manufacturer's standard specifications with any optional items required for proper installation unless otherwise noted.
 3. Material will be delivered to the site in the original packing.
 4. Basis of Design:
 - a. 4-pair TP Horizontal Cable: Superior Essex
 - b. Optical Fiber Cable: Superior Essex
 - c. RJ45 Outlets: Legrand (Ortronics)
 - d. Field-terminated Plugs Legrand (Ortronics)
 - e. Copper Patch Cords: Legrand (Ortronics)
 - f. Fiber Optic Cabinets: Legrand (Ortronics)
 - g. Fiber Optic connectors/splices/couplers: Legrand (Ortronics)

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

h. Rack and Cabinet:	CPI
i. Wire Management	CPI
j. Patch Panel:	Legrand (Ortronics)
k. Fiber Optic Patch Cords:	Legrand (Ortronics)
l. Ladder Rack	Eaton
m. Cable Tray & J-Hooks	Legrand (Cablofil)

D. Contractor Qualifications:

1. The Contractor will have experience in the installation and testing of similar systems as specified herein and will have completed at least two projects of similar size and scope within the last 24 months. The Contractor will provide references upon request (including the project name, address, date of implementation, client name, title, telephone number, and project description.)
2. The Contractor bidding on communication systems specified herein will be certified by the Manufacturer of the Structured Cabling System being installed. The awarded contractor must be able to install, service, and warranty the specified product prior to the time of bid and throughout the duration of the installation.
3. The Contractor must meet all training requirements from SCS Manufacturer, and the contractor must be in good standing.
4. The Contractor is responsible for workmanship and installation practices in accordance with SCS Program for structured cabling installation.
5. The Contractor must maintain a state Contractor's license as required by the state.
6. The Contractor will have a BICSI Installer 2 INSTC, or better, onsite at all times.
7. The Contractor installing the structured cabling should have a RCDD functioning as project supervisor. The Contractor's RCDD/project supervisor will complete at a minimum the following tasks.
 - a. Review and submit Contractor's shop drawings.
 - b. Conduct weekly site visits to review the installation and progress of the structured cabling during the communications installation phase of the project.
 - c. Review and sign completed punch list items.
 - d. Review and submit Contractor's as-built documentation.
8. The Contractor will provide copies of certificates for proof of manufacturer's training, manufacturer's certified contractor company certification and name of authorized distributor in the shop drawing submittal and at the request of the Owner/ Engineer to verify compliance with specification prior to recommendations for awarding bid.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

1.6 MAINTENANCE

- A. All materials used on this project will be new. Used and refurbished equipment is not permitted. Provide equipment to site in original packaging whenever practical.
- B. The contractor is responsible for scheduling all deliveries and providing proper receipt, handling, and storage of all materials. Protect all equipment from physical damages (dents, scratches, dust, water, paint, chemicals, and temperature extremes) and vandalism, or theft. The Contractor will replace any damaged or stolen equipment. The Contractor is responsible for all equipment until final project acceptance by Owner.

1.7 WARRANTY

- A. nCompass Standard Limited Lifetime warranty or Equivalent Manufacturer's Warranty will be required as described below for the following systems or system components.
 - 1. nCompass Category 6a CMP Copper and Fiber Cabling, Fiber and Copper Connectivity Hardware, and Patch Cables will be covered by nCompass Limited Lifetime warranty labor, and application assurance warranty. The application assurance portion will provide coverage for the cabling system to support the applications that are designed for the specifications outlined in TIA/EIA 568. These applications include, but are not limited to 10BASE-T, 100BASE-T, 1000BASE-T, 10GBASE-T and 155 Mb/s ATM.
- B. Telecommunication Contractor must submit the following to SCS Manufacturer for Warranty
 - 1. Warranty Application properly completed.
 - 2. Test results submitted only in the field tester's native, electronic format for both the copper and fiber optic systems. The test results must be submitted in original native tester format. (Note: Hard copies, WORD document formats, EXCEL spreadsheet formats and PDFs will not be accepted.)
 - 3. All tests must result in a PASS. Pass* (marginal pass) and Fail are not acceptable test results
 - 4. Each permanent link or channel in the network must be field tested in accordance with the TIA-568 industry standard AND nCompass testing requirements in force at the time of purchase (nCompass testing requirements take precedence over TIA when differences exist). The installed permanent links and channels must have passed all applicable TIA and nCompass performance requirements.
 - 5. Minimum testing for copper systems includes Wire Map, Length, Attenuation, Near End Crosstalk, Far End Crosstalk, Return Loss, PS NEXT, ELFEXT, and PS ELFEXT.
 - a. Field terminated plugs will be tested in a permanent link configuration with the appropriate test equipment for field terminated plugs.
 - 6. Minimum testing for Fiber Optic links includes horizontal and backbone, Bi-Directional Dual Wavelength, Insertion Loss and Length.
- C. Telecommunication Contractor will forward the signed warranty certificate to the Owner.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

PART 2 – PRODUCTS

2.1 OPEN CABLE TRAY, LADDER RACK AND SUPPORT SYSTEM

- A. Cable Tray System for Main Cable Pathways
 - 1. Cable tray will be Eaton Redi-Rail or Legrand Cablofil I-Tray or equal.
 - 2. Tray will be Aluminum ladder style tray with 6" rung spacing.
 - 3. Approved manufacture: Eaton or Legrand/Cablofil or Equal
- B. J Hooks
 - 1. Provide and install J Hooks to support cables where cable tray is not installed.
 - 2. J Hooks installed will have a 65 lbs. static load capacity.
 - 3. J Hooks will have rounded edge and provide proper bend radius support of copper and fiber cables.
 - 4. J-Hooks will have a metal cable retainer.
 - 5. Provide necessary attachments brackets to install J Hooks. i.e. flanges, purlin, rod/wire, angle or straight as needed.
 - 6. Finish: Pre Galvanized
 - 7. Approved manufacture: Cablofil or equal.
 - a. CJ12H (3/4")
 - b. CJ21H (1-5/16")
 - c. CJ32H (2")
 - d. CJ64H (4")
- C. Universal Style Tubular Runway (9-inch spacing)
 - 1. Provide and install cable runway as per drawings for Telecommunications Rooms, either 12" or 18" as specified
 - 2. Runway will be black
 - 3. Approved manufacture and part numbers: Legrand
 - a. URT10-12B (12 in. wide)
 - b. URT10-18B (18 in. wide)
- D. Adjustable Runway Kit for 4-post Racks
 - 1. Adjustable Runway Kit will include two top angle brackets and two side brackets for parallel or perpendicular mounting
 - 2. Brackets will create a strong bond between the rack and the runway for solid overhead cable support
 - 3. Adjustable Runway Kit will be RoHS compliant
 - 4. Adjustable Runway Kit will be Buy American Act Compliant
 - 5. Color: Black
 - 6. Provide and install adjustable runway kit on all racks installed to secure runway to standard 4-post racks.
 - 7. Approved manufacture and part numbers: Legrand
 - a. RRJC-S
- E. Transition Pans
 - 1. Provide and install transition pans when cable leaves runway and into rack.
 - 2. Color: Black

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

3. Approved manufacture and part numbers: Legrand
 - a. TRP11-CM (for 12 in. runway)
 - b. TRP17-CM (for 18 in. runway)
 - F. Protective Rubber End Caps
 1. Use protective end caps to conceal sharp runway edges.
 2. Color: Black
 3. Approved manufacture and part numbers: Legrand
 - a. 2-E1-25C-A
 - G. End Closing kit
 1. Used to close off section of runway.
 2. Color: Black
 3. Approved manufacture and part numbers: Legrand
 - a. RECBK-12B (for 12 in. runway)
 - b. RECBK-18B (for 18 in. runway)
- ## 2.2 LOCAL AREA NETWORK CABLE
- A. If a given application requires product(s) outside of this section of the specification to be employed, please consult with owner.
 - B. Category 6a Horizontal Cable
 1. Cable will be 100 Ohm, 23 AWG, 4 pair solid copper.
 2. Cable will be unshielded.
 3. Cable will be tested to 650 MHz by the manufacturer with guaranteed electrical performance out to 500MHz
 4. Cable will have footage and unique alpha numeric CableID printed on the jacket every 2 feet.
 5. Cable will have ColorTip circuit identification making individual pairs easily identifiable by color.
 6. Cable will be UL listed CMP.
 7. Cable jacket color will be GREEN unless cabling is rated for and used outdoors.
 8. Basis of Design: Superior Essex 10Gain+ CAT 6A or Equal
 - a. Plenum Rated 6B-246-5B
 - C. Single-mode Optical Fiber Cable
 1. UL listed OFCP
 2. Cable will be armored unless fiber is run inside of protective device such as conduit or cable tray.
 3. Optical fiber cable will have an attenuation value not to exceed 0.70 dB per kilometer at 1310 nm and 1550 nm.
 4. Single-mode optical fiber cable will have a yellow jacket
 5. Approved manufacture and part numbers: Superior Essex TeraFlex® G.657.A1 Single Mode
 - 1) L4012K101 (OS1 Plenum Rated, 12 strand) minimum strand count, consult drawings
 - D. Access Control Cable
 1. Composite cable consisting of the following cables:

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

- a. 22g 3pr, shielded for reader
- b. 18g 4c, unshielded for power
- c. 22g 4c, unshielded for RTE
- d. Overall jacket color will be yellow
- e. Cable will be plenum rated
- f. Basis of design – Superior Essex AC-A13-68 or Equal
- g. Doors with a secondary reader will require a separate yellow 22g 3pr shielded plenum cable.

E. Coaxial Cable

2. RG6, Quad Shield, plenum
3. Color of jacket will be natural
4. Basis of design: Belden 1189AP

F. Speaker Cable for 70V Paging System

1. Speaker cable will be Green, 2-conductor, minimum 16g cable for carrying higher voltage. Cabling can be daisy-chained but will not be run longer distances than 475ft total length.
2. Additional Green, 4-conductor, shielded, minimum 22g cable will be run simultaneously in order to carry communications.
3. Cable will be plenum.

G. Tenant Cabling – copper and fiber

1. Indoor tenant copper cabling to be any color other than green, natural, lime green, yellow, or red
2. Indoor Tenant fiber can use standard fiber colors. Tenant fiber not to be red or green.
3. Tenant Cabling must meet all listed requirements in this document aside from: Tenant ethernet cabling does not have to be rated at the CAT6A standard. Tenants can run a minimum spec of CAT5E. Tenant Fiber is not required to be Yellow OS2. Existing Tenant fiber is Aqua OM3.

2.3 Copper Termination Hardware

- A. If a given application requires product(s) outside of this section of the specification to be employed, consult with owner.
- B. Category 6a Module
 1. Provide and install 8 position – 8 conductor non-keyed Outlets per drawing
 2. Module will be terminated following T568B color code
 3. Module's circuit traces will be rated to 1.5 Amps current carrying capacity
 4. Module's contacts will have 50 micro inches of gold plating
 5. Module's contacts will be designed to minimize spark gap erosion
 6. Module will be rear-loading

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

7. Module will be GREEN
8. Module will be keystone footprint
9. Module will work with faceplates, surface mount boxes and patch panels
10. Approved manufacture and part numbers: Legrand or equal
 - a. KT2J6A-45

C. Faceplates

1. Faceplates will be angled unless 6-position is required
2. Faceplates will be white/cloud white
3. Faceplates will have integrated label field
4. Approved manufacture and part numbers:
 - a. Leviton 42081-1ws, 42081-2ws, 42081-4ws, or 42080-6ws for 6-position applications
 - b. Legrand 40300664-88 with 2 port insert to accept keystone jacks KSS2210-88 or KSFP6-88 for 6-position applications

D. Blanks

1. Blanks will be provided and installed as needed
2. Blanks will be cloud white
3. Approved manufacture and part numbers: Legrand
 - a. KSB10-88

E. Surface Mount Boxes

1. Surface Mount Boxes will be cloud white
2. Surface Mount Box will be UL 2043 / plenum rated for 1-port and 2-port configurations
3. Modules will rear-load into surface mount box
4. Surface Mount Boxes will mount with provided hardware or adhesive strip
5. Surface Mount Box will include a label field
6. Modules will be the same used for faceplates and panels
7. Approved manufacture and part numbers: Legrand
 - a. KSSMBx-yy (x = # ports, yy=color)

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

F. Patch Panels

1. Provide and install patch panels as needed
2. Panel will be 24 port
3. Panel will be unloaded, keystone, and made of metal
4. Modules will rear-load
5. Modules will flush-mount
6. Patch panels will be flat, not angled
7. Panel will use same jacks as faceplates and surface mount boxes
8. Modules will be added as needed with blanks in unused ports
9. Approved manufacture and part numbers: Legrand or equal
 - a. SPKFU24 (24 port flat panel, 1RU)

G. Horizontal Cable Management

1. Horizontal managers will have fingers for cable management
2. Horizontal managers will have pass through holes
3. Horizontal managers will be 2RU
4. Horizontal managers will have a tool-less cover
5. Horizontal managers will be provided as indicated on drawings
6. Approved manufacture and part numbers: CPI Velocity or equal
 - a. 13930-702 (2 rack unit)

H. Copper Patch Cords

1. Cords will be category 6a performance
2. Cords will be non-booted with no snag-less feature
3. Cords in the wiring closet will be GREEN.
4. Cords on the workstation side will be GREEN.
5. Cords on the workstation side that run from the first device to the second device will be BLUE.
6. Cords will be provided to owner at end completion of project.
7. Cords will be provided in required quantities, lengths and colors
8. Approved manufacture and part numbers: Legrand or equal
 - a. QCC-A474-0263-LLL (LLL for length) Green 6A cords
 - b. QCC-A474-0261-LLL (LLL for length) Blue 6A cords

2.4 Fiber Termination Hardware

A. Optical Fiber Enclosures

1. Fiber enclosures will provide standard density of 72 LCs per rack unit
2. Fiber enclosure will have front doors, rear doors and removable top panels
3. Fiber enclosures will have rear knockouts for horizontal cabling entrances
4. Fiber enclosures will accept adapter panels, fiber cassettes, splice cassettes or splice trays
5. Fiber enclosures will be 4U unless otherwise directed by owner.
6. Fiber enclosures will be provided and installed per drawings
7. Approved manufacture and part numbers: Legrand or equal
 - a. EQ04U-CVC (4RU Enclosure)

B. Optical Fiber Adaptor Panels

1. Adapter panels will be available with 12 fiber LC options

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

2. Adapter panels will be single-mode and LC.
 3. Approved manufacture and part numbers: Legrand or equal
 - a. OFP-LC12AC (single-mode 12 LC adapter panel)
 - b. OFP-BLANK (blank)
- C. Fusion Splice Trays and pigtails: Legrand or equal
1. 48 strand tray – FST3-F048
 2. 1 meter 12 strand fiber pigtail blunt to LC Part # C000100207J0D0001M
- D. Fusion Splice-On Optical Fiber Connectors
1. Optical fiber connectors will be pre-polished
 2. Optical fiber connectors will be OS2
 3. Optical fiber connectors will terminate on 900 um (micron) cable jacket
 4. Optical fiber connectors will use a fusion splicing termination method
 5. Optical fiber connectors will not require epoxy or polishing
 6. Optical fiber LC connectors will be provided and installed as required
 7. Approved manufacture and part numbers: Legrand or equal
 - a. 205KNF9SA-09 (LC OS2 single-mode fusion splice-on connector, white boot)
- E. Optical Fiber Patch cords
1. Cords will be TIA channel compliant
 2. All cords will be made in the USA
 3. Single-mode cords will have 0.3dB insertion loss / 55 dB return loss or less
 4. Cords will be provided to owner at end completion of project.
 5. Cords will be LC to LC required quantities and lengths
 6. SM cords will be standard yellow jacket.
 7. Approved manufacture and part numbers: Legrand or equal
 - a. L1 series

2.5 Racks and Cable Management

- A. 4-Post Racks
1. 4-post rack will be 84" h (45RU) and have adjustable mounting rails 36" – 42"D
 2. 4-post racks will have depth adjustments in 1/2" increments
 3. 4-post rack will have rails with square cage nut style rails
 4. 4-post rack will have standard EIA universal mounting hole pattern
 5. 4-post rack will have 1/2" junctioning holes for securing multiple-rack lineups
 6. 4-post rack will be constructed of 6061-T6 structural grade aluminum
 7. 4-post rack will meet EIA-310 standards
 8. 4-post rack will be listed to UL 2416 standard
 9. 4-post rack will have 1,000 lbs. static capacity
 10. 4-post rack will be black
 11. Approved manufacture and part numbers: CPI or equal
 - a. 15214-703

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

B. Vertical Cable Management

1. Vertical Cable Manager will have snap on covers.
2. Vertical Cable Manager will include all mounting hardware, including clips to hold in place for easy one-person installation
3. Vertical Cable Managers will be provided as indicated on drawings
4. Vertical Cable Manager will be available in Black
5. Vertical Cable Manager will be 6" wide.
6. Vertical Cable Manager will be double-sided.
7. Vertical Cable Manager will be black.
8. Approved manufacture and part numbers: CPI or equal
 - a. 13912-703

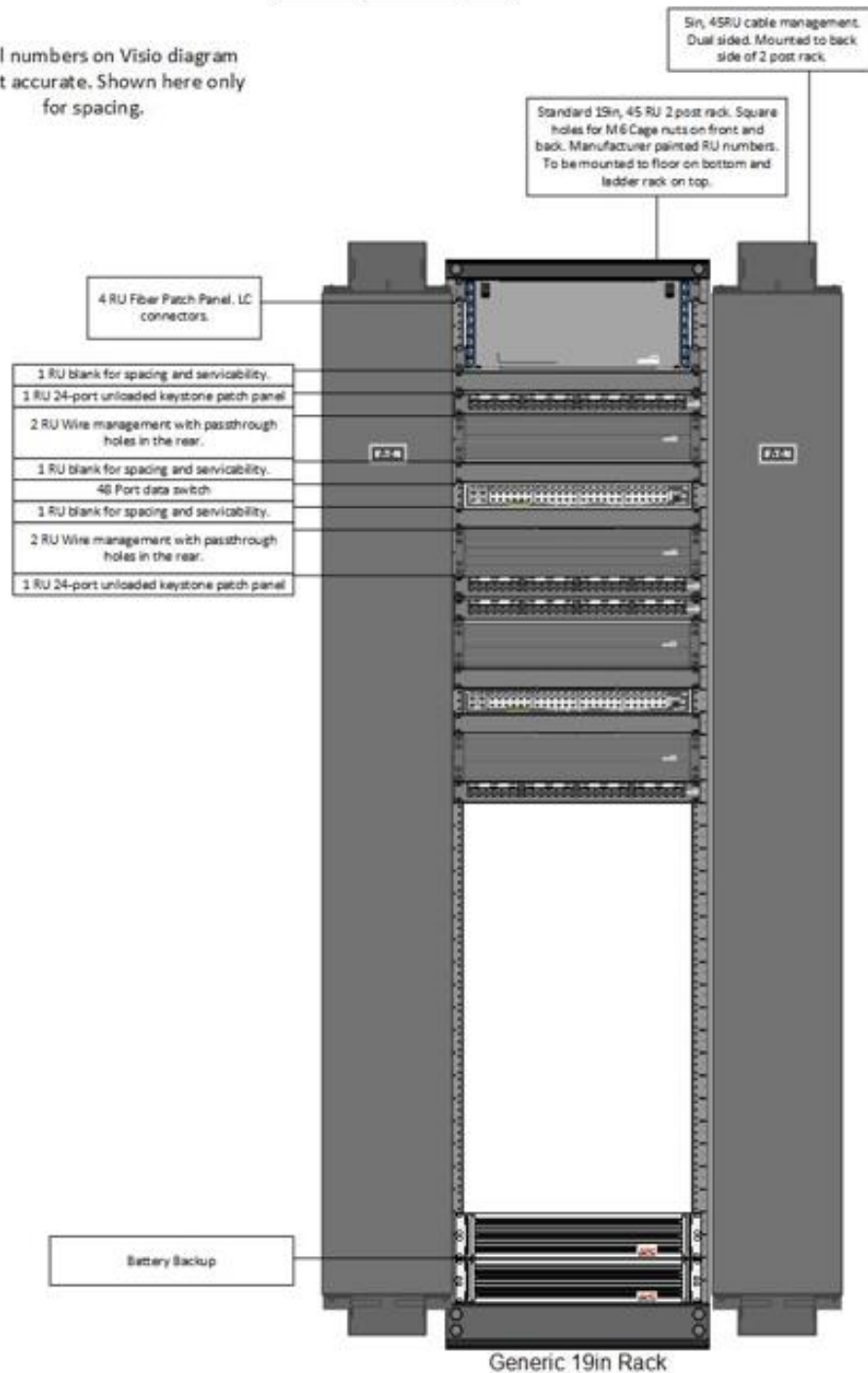
C. Horizontal Cable Management

1. Horizontal Cable Manager will have snap on covers.
2. Horizontal Cable Manager will be 6" deep and 2RU tall.
3. Horizontal Cable Manager will be black
4. Approved manufacture and part numbers: CPI or equal
 - a. 13930-702

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

Cabling Rack Layout:

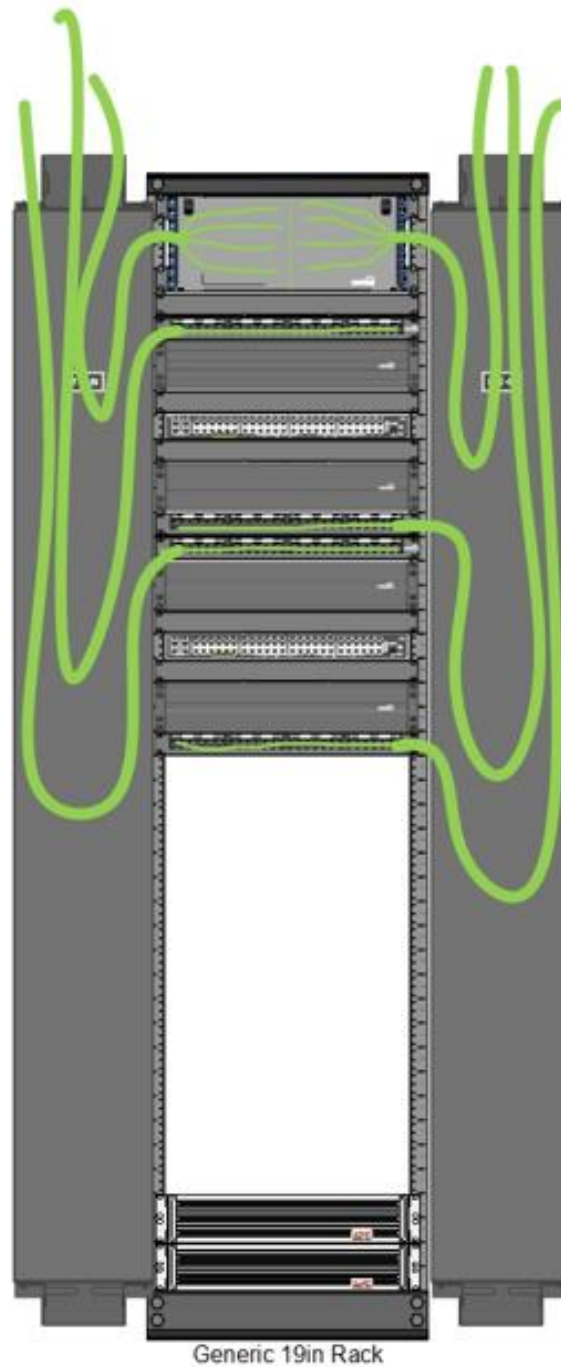
Model numbers on Visio diagram
are not accurate. Shown here only
for spacing.



Note: Pictures are for labelling and layout reference only.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

- Model numbers on Visio diagram are not accurate. Shown here only for spacing.
- This diagram depicts the cable pathway on the rear of the 2-post rack.
- Cabling must be in the proper bundles of 24 throughout before it enters the IDF and maintain those same bundles all the way to the patch panel.



Pictures are for labelling and layout reference only.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

2.6 Bonding and Grounding

A. PBB (Primary Bonding Busbar)

1. PBB will be ¼" thick electrolytic 110 alloy copper bar
2. PBB will be 12"W x 4"H
3. PBB will have 12 5/16" hole sets and 6 7/16" hole sets
4. PBB will include 1-1/2" insulators and 1" off-set stainless steel mounting brackets
5. PBB will include ½ oz. tube of antioxidant joint compound
6. PBB will meet ANSI/TIA 607 standards
7. (1) PBB will be provided and installed in the Main Telecommunication Room.
8. PBB will be bonded to electrical ground
9. Approved manufacture and part numbers: Legrand
 - a. GB4X12TMGB

B. SBB (Secondary Bonding Busbar)

1. SBB will be ¼" thick electrolytic 110 alloy copper bar
2. SBB will be 10"W x 2"H
3. SBB will have 4 5/16" hole sets and 3 7/16" hole sets
4. SBB will include 1-1/2" insulators and 1" off-set stainless steel mounting brackets
5. SBB will include ½ oz. tube of antioxidant joint compound
6. SBB will meet ANSI/TIA 607 standards
7. Provide and install (1) SBB in all Telecommunication Rooms (TR) other than the main TR
8. Bond to grounding system
9. Approved manufacture and part numbers: Legrand
 - a. GB2X10TGB

C. Rack Bonding Busbar Kit

1. RBB will be 1" x 19.25"
2. RBB will be 1-1/4" thick electrolytic 110 copper alloy bar
3. RBB Kit will have 3" bar splice plate with 2 slotted holes, (2) white delrin insulators, (2) #12-24 x 5/8" hex washer head screws, (2) #12-24 x ¾" copper flashed brass screws, (2) #2 copper flat washers, (8) #6-32 x ¼" copper flashed brass screws and (8) #6 ring terminals
4. Provide and install (1) rack bonding busbar at top of all (2 post and 4 post) equipment racks provided and installed on project.
5. RBB will be bonded to the PBB or an SBB
6. Approved manufacture and part numbers: Legrand
 - a. GBH19KIT

D. Compression Lugs and Taps

1. Provide and install as needed to bond telecommunications infrastructure equipment to PBB or SBB as required
2. Approved manufacture and part numbers: Legrand
 - a. As Required

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

2.7 Firestopping

- A. All penetrations through fire-rated building structures (walls and floors) will be sealed with an appropriate fire stop system. This requirement applies to through penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure). Any penetrating item i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, etc. will be properly fire stopped.
- B. All smoke walls must be fire stopped using a 1-hour F rated UL system.
- C. Fire stop systems will be UL Classified to ASTM E814 (UL 1479) and will be approved by a qualified Professional Engineer (PE), licensed (actual or reciprocal) in the state where the work is to be performed. A drawing showing the proposed fire stop system, will be provided to the Owner's Technical Representative prior to installing the fire stop system(s).
- D. All areas that have the fire stop compromised due to MAC work (Moves, Adds and Changes) must be restored to the original rating of the firewall (or floor). It is preferred that the products used in the original UL System are used to restore it. If the UL system will no longer restore that penetration to the original rating, the new system used must be approved by the end user or their owner's representative.
- E. Provide UL systems for the installed UL systems to the end user for proof of proper firestop installation. An example of a proper UL system for a no-maintenance system using the Hilti Speed Sleeve in a gypsum dry wall application for a 2 Hour F rating would be: W-L-3334. This is just an example of the UL systems available for to provide guidance in properly firestopping within the facility.
- F. Provide a firestop rated cable management device whenever cables penetrate fire rated walls that will require frequent cable additions and changes. The fire rated device will contain integrated intumescent firestop materials.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

PART 3 – EXECUTION

3.1 INSTALLATION: GENERAL

A. Open Cable Support Installation

1. Contractor will furnish and install all supports for cables specified in this section.
2. Ensure complete raceway system is installed prior to cable installation. At no time will cables be left unsupported
3. Cable supports will be spaced randomly, but no further than 5'-0" apart.
4. Provide all additional cable management products, sleeves or conduit raceways as required to protect exposed cabling and complete the installation of cables in a neat manner.
5. All floor penetrations will be at columns, exterior walls or in equipment rooms.
6. Cables will be supported at height of bottom flange of structural beams using a rigid support method (i.e. threaded rod, beam clamps, etc.).
7. Do not support cables from ductwork, sprinkler piping, water piping, waste piping, conduit, ceiling wire, or other system supports.
8. Provide independent support system for each low voltage cabling system.
9. Cables will not lay on top of ceiling tiles, drywall, or light fixtures.

B. Cable Installation

1. All communications cabling that has become abandoned as part of new renovation projects, previous renovation projects, or temporary communication cables used during the construction process will be completely removed. Abandoned communication cables that may have future use can remain in place if labeled clear at both end and at regular intervals of the cable run. (Refer to NEC Article 800.52 for more information regarding the removal of abandoned communication cables).
2. All cables will be bundled using plenum rated ties, loosely tied so as not to deform cable, 5'-0" on center (at mid-span).
3. All cabling will be installed in accordance with manufacturers' written bend radius and pulling tensions. General industry guidelines recommend the following bend radius and pulling tensions:
 - a. Tensile loading on a single 4-pair copper UTP cable will not exceed 25 lbs.
 - b. Bend radius of a single 4-pair copper unshielded twisted pair cable will not exceed 4 times the diameter of the cable.
 - c. Bend radius of multi-pair copper unshielded twisted pair and optical fiber cable will not exceed 10 times the diameter of the cable.
4. All conduits and conduit sleeves will have bushings or grommets will be installed prior to the installation of communications cables to avoid damage and abrasions to cable sheathing and insulation. If bushings have been installed by the electrical Contractor, the communications cabling contract will furnish and install bushings prior to pulling communications cabling.
5. Horizontal cable length for 4-pair copper UTP cables will not exceed 295 feet. Prior to bidding and installation, the contractor will review the drawings and verify no cable run exceeds 295 feet and notify the communications designer of cable runs that may exceed 295 feet.
6. Splices are not permitted in any cable unless other specified or show on drawings.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

7. Avoid placing copper cables near sources of extreme heat (i.e. boilers, radiators, heat coils).
8. Maintain cable twists for all UTP cables. For terminations cable sheathing will be stripping back no more than ½" back from termination point for all Category 6a cables.
9. All cables will be supported by cable tray, J-hooks, or cable runway. When cables leave trays or runways, cables will be supported by drop-outs or cable support hardware manufactured specifically for the purpose of supporting cables. J-hooks will be installed a minimum of every 5 feet and cabling will maintain minimal deflection and strain (less than 12" deflection). Cables will not be supported from ceiling grid wires.
10. New cabling should follow existing good cable paths and use existing cable tray/J-Hooks where applicable and space allows.
11. Cables will not run above iron joists.
12. All cables will be separated and bundled into like groups by cable sheathing colors.
13. Service loops will be provided at both ends of installed horizontal and backbone cabling. A 10" service loop will be installed in the ceiling space near workstation outlets (excessive cable will not be coiled in outlet boxes). A 10' service loop will be provided in communication rooms and will be installed to allow for future equipment rack/cabinet relocations without the need to re-terminate patch panels; the 10' service loop will be neatly routed on cable runway in telecommunication room.
14. Discuss with Owner when no room is available for service loop.
15. Cabling entering equipment rooms will be neatly installed on cable runway and secured with hook and loop fasteners as need. All cables running vertically on cable runway or in racks will be secured to provide support. Cables will always be installed vertically/horizontally or at right angles to structure.
16. Hook and loop fasteners are recommended to secure permanently installed horizontal and backbone cabling; all cable fastening methods installed in plenum ceiling spaces will be rated for use in plenum spaces. Hook and loop fasteners will never be secured too tight whereby potentially changing the cable integrity.
17. Separation: Maintain the following distances between cables, other system cables and other building systems:
 - a. One (1) foot from fluorescent lights.
 - b. Four (4) feet from motors and transformers
 - c. Three (3) feet from hot water piping or other mechanical equipment.
 - d. One (1) foot from electrical conduits, other systems cables or other electrical equipment.
18. All low voltage cables will be run parallel or at right angles to building structural framework. Do not run cables diagonally across ceiling space without written authorization by the Architect's Electrical Engineer.
19. Fire seal around all cables running through rated floors and walls. UL Systems should be contained in the submittal and available for review by building inspection.
20. Hook and loop straps (Velcro) will be utilized in telecommunications rooms for all cable bundling.
21. Plastic/ nylon tie wraps will be prohibited at any time.
22. Leave spare pull string with every outlet installed.
23. All cabling that has been shipped or stored in an environment consistent with the manufacturer's guidelines.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

- a. Cabling that has come in contact with chemicals must be discarded. Premise cabling that has been exposed to water must be discarded.
 - b. Cabling stored outside of the recommended temperatures must be allowed to return to proper temperature prior to installation.
24. All cables installed in underground conduit, conduit under slab on grade, or direct buried must be rated by the manufacturer for wet locations.
25. Paint over spray, or other liquids used in the construction process, on telecommunications cables will be cause to void the ability to provide nCompass Standard Limited Lifetime Warranty as required.
26. Coordinate with general contractors, painters and other trades so all are clear that
- a. NO cables will have paint over spray or other chemicals on them.
 - b. Protect installed cables at all times.
27. Suspended arial cabling to have the appropriate manufacturer approved carrier.
28. Fiber taking underground routes will have a tracer wire.
29. Installed fiber is always terminated and secured properly in an LIU. No back-tension on the terminations or splice points is allowed.
30. Installed fiber not to plug directly into network or endpoint equipment.

3.2 INSTALLATION: COMMUNICATIONS INFRASTRUCTURE

A. Category 6A Horizontal Cables:

- 1. Maximum cable lengths to be 295 feet (90 m) including service loop. Provide all necessary installation materials, tools and equipment to perform terminations at all communications outlets, patch panels and 110 punch-down blocks.
- 2. Support and secure cables at patch panel rear.
- 3. Install stuffer caps on each workstation outlet and patch panel port after cable has been terminated on 110 IDC.

B. Optical Fiber Cable:

- 1. All optical fiber installations will be installed using open cabling methods. Limit cable-bending radius to 20 times the cable diameter during installation, and 10 times the diameter after installation, or per manufacturer's guidelines, whichever is larger. Provide all required tools, materials, consumables, and equipment necessary for cleaning and field termination of optical fiber connectors. Label each end of each cable as to source and destination. Terminate optical fibers in consistent, consecutive manner at each end. Leave 10 feet of slack at each fiber termination point. Neatly coil slack optical fiber cable on top of rack above optical fiber patch and splice enclosure at each rack location.
- 2. During installation of optical fiber cable do not allow pulling tension to exceed cable manufacturer's specification for the cable being installed. Only the strength member of the cable will be subjected to the pulling tension.
- 3. All optical fiber connector tips will be cleaned with proper cleaning tools specifically designed for optical fiber prior to inserting them into adaptor panels.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

C. Racks and Enclosures:

1. Freestanding equipment racks and enclosures will be protected free of all dust, debris and other environmental elements during construction until substantial completion walk-through.
2. Secure all racks and enclosures to floor using ½" hardware.

3.3 LABELING

A. General:

1. All labels will be permanent, machine generated labels produced by a labeling machine.
2. Machine printed labels will be black text on white label medium.
3. Surfaces will be cleaned before attaching labels. All labels will be attached firmly and vertically plumb on equipment, faceplates, patch panels termination blocks, etc.
4. All labeling of cables, equipment, and components will be included in as-built documentation, floor plan drawings, and schematic designs.

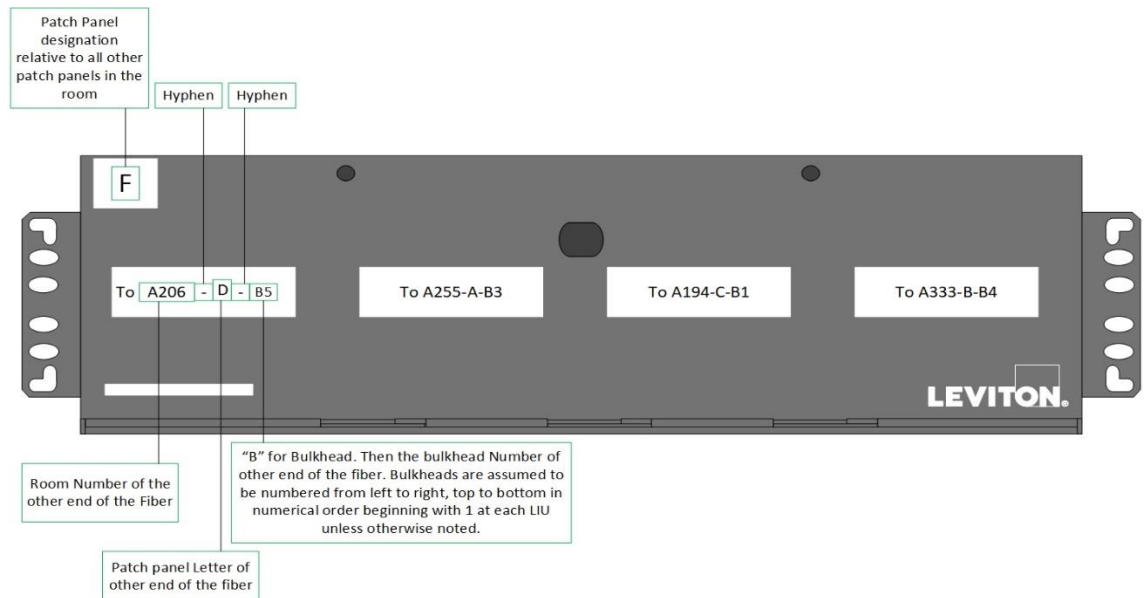
B. Cabling

1. All structured cables (horizontal and backbone) will be labeled every 20 feet and at both ends within 6" of cable termination point with the label that will be on the faceplate or label of the endpoint. Where voice backbone cables extend behind termination blocks, cable labels will be placed at a location on the cable where the labels are visible from the front of the termination blocks.
2. Labels will have an adhesive backing and will wrap completely around the circumference of the cable jacket. Label and lettering sizes will be of appropriate size in regards to cable diameter.

C. Labeling of Telecommunications Room, Equipment Racks, Termination Hardware, and Faceplates

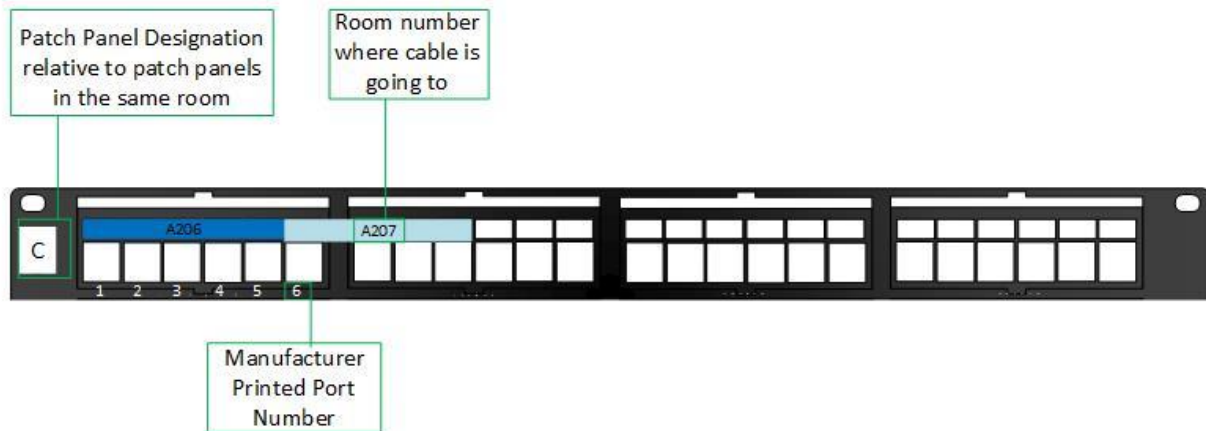
1. Labels will be 3/8" black on white vinyl, machine printed.
2. Fiber Enclosures will be labeled on the front of the enclosure as outlined below.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS



Cabling to be labeled every 20' with the label that will be "To" the side farthest away from the core of the network. The core of the network is considered to be B117/B107.
Example: "To A206 – D – B3-B6"

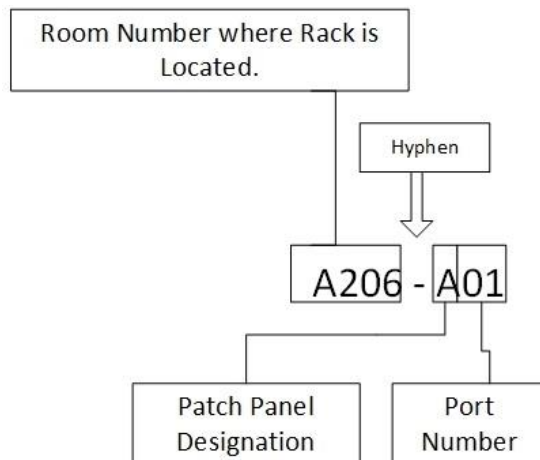
3. Copper Patch Panels will be labeled as follows:



Patch panels must have labels above on them. Patch panel designation should be the next letter in the alphabet relative to other patch panels in the same room.

4. Faceplates: Work Station Outlets will be labeled on the front of the faceplate as follows:

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS



To the extent possible, faceplates must contain consecutive numbers, which should be from left to right, then top to bottom as one would read a document.

3.4 Field Testing and Cable Certification

- A. The following criteria must be met before certification testing can begin.
 - a. In new construction, the above ceiling work of all trades will be 90% complete.
 - b. Work within the TR must be substantially complete. Only troubleshooting of cabling should occur in proximity of cables that have been tested
 - c. Terminations must be complete and in their final positions. Dust caps must be installed on both ends of the termination and faceplates in place
- B. Each permanent link or channel in the network must be field tested in accordance with the TIA-568 series industry standard AND SCS Manufacturer testing requirements in force at the time of purchase. The installed permanent links and channels must have passed all applicable TIA and nCompass performance requirements. Minimum testing for copper systems includes Wire Map, Length, Attenuation, Near End Crosstalk, Far End Crosstalk, Return Loss, PS NEXT, ELFEXT, and PS ELFEXT. Minimum testing for Fiber Optic links includes horizontal and backbone, Bi-Directional, Dual Wavelength, Insertion Loss and Length.
 - a. Field terminated plugs will be tested in a permanent link configuration with the appropriate test equipment for field terminated plugs.
- C. Permanent Link Testing will be completed on all horizontal (station) cables as a minimum requirement.
- D. If certifying using Channel Testing, patch cords used for the channel test must remain in the channel. They cannot be moved to another channel.
- E. Submit test reports to the General Contractor prior to active equipment installation.
- F. Category 6a Cable Testing:
 - 1. All wiring will be certified to meet or exceed the specifications as set forth in TIA/EIA-568C for Category 6/6a requirements for permanent link or channel.
 - b. Will be tested with a level V accuracy tester (DSX-5000)
 - c. Tester will be factory calibrated within the last 12 months at time of use.

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

2. Field Testing will include the following parameters for each pair of each cable installed:
 - a. Store number and name
 - b. Test equipment manufacturer and model number
 - c. Cable I.D. The test sheets will be in numerical order by cable ID
 - d. Date of test
 - e. Wire map (pin to pin connectivity and polarity check) i.e. near 12345678, far 12345678
 - f. Length (in feet)
 - g. Insertion Loss
 - h. Near End Crosstalk (NEXT)
 - i. Power Sum Near End Crosstalk (PSNEXT)
 - j. Equal-Level Far End Crosstalk (ELFEXT)
 - k. Power Sum Equal-Level Far End Crosstalk (PSELFEXT)
 - l. Return Loss
 - m. Delay Skew
 - n. Attenuation to Crosstalk ratio (ACR)
 - o. DC Resistance per 100M/328 feet
 - p. Impedance
 - q. Capacitance
 3. Record test results for each cable and turn over to the General Contractor two weeks prior to occupancy. Correct malfunctions when detected, and re-test to demonstrate compliance.
- G. Optical Fiber Testing:
1. Pre-installation Testing:
 - a. Test each strand of every optical fiber cable on the reel with a light source and a power meter. Obtain the cable manufacturer power meter test results for each reel used on the project. Prior to completion of project, turn over the completed optical fiber test form, optical fiber cable reel ID tags and optical fiber cable manufacturer's test results.
 2. Acceptance Testing:
 - a. After terminating optical fiber cables the system will be tested using Tier 1 test format. Tier 1 testing is mandatory. Tier 2 testing is mandatory to show length.
 - b. Multimode optical fiber attenuation will be tested on all individual fibers of each cable segment with an nCompass approved field certification tester.
 - 1) Encircled Flux Compliant as required by TIA-526-14-B. Source will be EF compliant. Matched test reference cords per TIA TSB-4979.
 - 2) 1 Jumper reference method will be used.
 - 3) Verification of test reference cords are required and will be stored automatically as part of test data.
 - 4) 850/1300 nm wave lengths will be tested on all fibers.
 - 5) Bi-directionally
 3. Test Results: Must be completed and turned over to the General Contractor prior to active equipment installation. Specific due dates for optical fiber will be established at pre-install meeting.
 4. The Warranty Submittal must be completed online within 30 days of installation completion. Copies of all certification test reports must be submitted as part of the

Tulsa International Airport
Tulsa, Oklahoma
SECTION 27000 – COMMUNICATIONS

Warranty Submittal. Test results must be kept on file by the registrant to be resubmitted when requested by Supplier. Data must be saved and submitted in raw data and summary formats (in tester's original format). The test data will be submitted via online upload to contractor website. If online upload is unsuccessful, the data can be submitted via e-mail or disc.

3.5 Cleanup

- A. The communications Contractor will clean up all debris related communications cabling installation on a regular basis. Protect all equipment from damage during construction. Equipment not protected will be replaced at the Contractor's expense.
 - 1. Only gentle cleaning products should be used and all cleaners will be approved for use for the given product. NO liquid cleaners will come in contact with premise cables.
 - 2. If the communications contractor is not physically performing the clean, they are responsible for providing oversight to ensure integrity of the warranty.

END OF SECTION

Exhibit []

Tulsa Airports Improvement Trust
NON-AIP Contracts (Non-Property)
REQUIRED FEDERAL PROVISIONS

Purpose of Exhibit.

This exhibit sets forth the Federal Aviation Administration (FAA) required contract provisions that must be included in every contract, as defined herein. By attaching and incorporating this exhibit into any contract or agreement, the parties expressly agree to be bound, as applicable, by all terms and conditions contained in this exhibit. For all purposes, this exhibit shall be deemed a part of the Contract or Agreement as if fully stated within its main body.

This exhibit also contains other required contract language in Section 4, because Tulsa Airports Improvement Trust is considered a “Federal Contractor” defined as “any individual or other legal entity that is awarded a Federal Government contract or subcontract under a Federal Government contract” and includes lessors, lessees, prime contractors, and all tiers of subcontractors. 29 CFR §10.2.

NOTE: This Exhibit is intended to assist contractors and subcontractors with their compliance efforts. It does not alter or modify the terms of any applicable statute or regulation, is not a substitute for reading the regulation or statute, nor does it constitute legal advice.

As used in this Exhibit, the terms below have the following meanings:

- a. The term “**Sponsor**” is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a “recipient” of federal assistance when receiving AIP or other FAA grant funds. **Sponsor** means Tulsa Airports Improvement Trust.
- b. The term “**Owner**” of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects. **Owner** means Tulsa Airports Improvement Trust.
- c. For purposes of determining requirements for contract provisions, the term “**contract**” in addition to construction contracts, also includes professional services, and subcontracts and supplier contracts such as purchase orders.
- d. For the purposes of this Exhibit, The term “**Consultant**” or “**Contractor**” is understood to mean a party to this contract and any subconsultant or subcontractor, and means one who participates, through a contract or subcontract at any tier.
- e. Alpha-Numeric notations contained within parentheses indicate a citation to the [Procurement and Contracting Under AIP – Federal Contract Provisions | Federal Aviation Administration](#), issued December 29, 2025, i.e. **(A6.4.2)**.
- f.

Contents

1.	Purpose of Exhibit	i
2.	Contents.....	i
3.	Required Contract Provisions	1
	A4 Civil Rights – General.	1
	A5 Civil Rights – Title Vi Assurances.	1
	A5.4 Compliance with Nondiscrimination Requirements.....	1
4.	“Federal Contractor” Required Contract Language.	2
	A. Notice on EO 11246 / FAR Subpart 22.8	2
	B. Equal Opportunity for Workers with Disabilities (Section 503; 41 CFR 60-741.5).....	2
	C. Equal Opportunity for Protected Veterans (VEVRAA; 41 CFR 60-300.5).....	2
	D. General Provisions (Recordkeeping, Access, Posting, Taglines).....	3
	E. Severability & Adaptation.....	3

Required Contract Provisions

A4 Civil Rights – General.

General Civil Rights Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. **(A4.3.1).**

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. **(A.4.3.2).**

Transfer of Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration **(A4.3.3).**

A5 Civil Rights – Title Vi Assurances.

Title VI 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), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award. **(A5.3.1).**

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*) **(A5.4.1).**

A5.4 Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability 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 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States. **(A5.4.2).**

"Federal Contractor" Required Contract Language.

The following contract language is required because Tulsa Airports Improvement Trust is considered a "Federal Contractor" under several federal provisions, including 29 CFR 10.2 "Contractor" and Federal Acquisition Regulation (FAR) 2.101.

A. Notice on EO 11246 / FAR Subpart 22.8

The parties acknowledge that Executive Order 11246 was revoked on January 21, 2025, by Executive Order 14173, and agencies have issued class deviations to remove EO 11246-related FAR clauses from new solicitations and contracts. Accordingly, no EO 11246 clause (e.g., FAR 52.222-26, 52.222-21, 52.222-22, 52.222-23, 52.222-24, 52.222-25, 52.222-27, 52.222-29) is incorporated into this agreement. Nothing in this clause alters the parties' obligations under generally applicable civil-rights laws (e.g., Title VII).

B. Equal Opportunity for Workers with Disabilities (Section 503; 41 CFR 60-741.5)

1. **Non-discrimination & Affirmative Action.** The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability regarding any position for which the employee or applicant is qualified and will take affirmative action to employ and advance in employment qualified individuals with disabilities. These obligations apply across all employment practices, including recruitment; advertising; applications; hiring; promotion; demotion; transfer; layoff; termination; rates of pay or other compensation; job assignments/classifications; seniority lists; leaves of absence; fringe benefits; training; and any other term, condition, or privilege of employment.
2. **Compliance.** The Contractor agrees to comply with the rules, regulations, and orders of the Secretary of Labor under Section 503. Actions for noncompliance may be taken per such rules, regulations, and orders.
3. **Notices.** The Contractor will post notices, in a form prescribed by OFCCP, available to employees and applicants, and ensure accessible formats where required (e.g., electronic postings conspicuously stored in online application systems).
4. **Subcontracts / Purchases.** The Contractor shall include this clause in each covered subcontract and purchase order (and modifications, renewals, or extensions). Incorporation by reference is permitted only if the following sentence is used verbatim: "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals because of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."
5. **AAP / Thresholds.** If applicable (e.g., ≥ 50 employees and a covered contract of $\geq \$50,000$), the Contractor will develop and maintain a written Section 503 AAP and apply the 7% utilization goal across job groups or the entire workforce (as applicable).

C. Equal Opportunity for Protected Veterans (VEVRAA; 41 CFR 60-300.5)

1. **Non-discrimination & Affirmative Action.** The Contractor will not discriminate against any employee or applicant because of status as a protected veteran (disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran) for any position for which the individual is qualified, and will take affirmative action to employ, advance, and otherwise treat qualified protected veterans without discrimination across all employment practices noted in Section B.I. [ecfr.gov]

2. Compliance. The Contractor agrees to comply with OFCCP's rules, regulations, and orders under VEVRAA; actions for noncompliance may be taken pursuant to those authorities.
3. Mandatory Job Listing. The Contractor will list all employment openings (with limited exceptions) with the appropriate Employment Service Delivery System (ESDS) (e.g., the state workforce agency job bank) in the state(s) where the opening occurs, in a manner and format that permits priority referral of protected veterans.
4. Subcontracts / Purchases. The Contractor shall include this clause in each covered subcontract subject to VEVRAA and ensure appropriate flow-down. Incorporation by reference is permitted only if the following sentence is used verbatim: "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans."
5. AAP / Thresholds & Benchmarks. If applicable (e.g., ≥ 50 employees and a covered contract of $\geq \$150,000$), the Contractor will develop and maintain a written VEVRAA AAP, and annually establish a protected-veteran hiring benchmark, using either the national percentage of veterans in the civilian labor force or a custom benchmark per OFCCP guidance.
6. FAR Alignment. Where FAR is referenced solely to align with VEVRAA, the parties acknowledge FAR 52.222-35 points to the same equal opportunity requirements at 41 CFR 60-300.5(a); however, agencies may issue deviations that affect inclusion of FAR text—this clause is intended to stand on its own under 41 CFR 60-300.5.

D. General Provisions (Recordkeeping, Access, Posting, Taglines)

1. Recordkeeping & Access. The Contractor will maintain records and provide access to records as required by 41 CFR 60-741 Subpart E and 41 CFR 60-300 Subpart E.
2. Taglines in Solicitations. In employment advertising or solicitations, the Contractor will include taglines affirming equal opportunity for individuals with disabilities and protected veterans (e.g., "EOE/Disability/Veterans").
3. Posters. The Contractor will display the required "Know Your Rights" notices, and where applications are electronic, will ensure the poster is conspicuously stored with or as part of the electronic application.

E. Severability & Adaptation

The parties may adapt non-substantive language to identify the parties and undertakings properly. If any portion of this clause is held invalid, the remainder will continue in full force to the maximum extent permitted.

END.