

Request for Proposals

For the Management and Operation of the Airport Parking System

On behalf of



Tulsa Airports Improvement Trust
7777 Airport Drive, A211
Tulsa, OK 74115

Attention: Birdetta Price
Director, Finance and Asset Management

Voice: (918) 838-5000

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**INVITATION TO SUBMIT PROPOSAL
FOR THE MANAGEMENT AND OPERATION OF THE
AIRPORT PARKING SYSTEM
TULSA INTERNATIONAL AIRPORT**

Tulsa Airports Improvement Trust (“TAIT”) is soliciting proposals from experienced parking management firms for the management and operation of the Airport Parking System at Tulsa International Airport (the “Airport”). The system consists of a three (3) level covered long term parking facility, a surface shuttle lot with shuttle operations, reserved parking spaces, valet parking, overflow lot, and employee parking surface lots. Proposer will also be responsible for the operation of shuttle buses. It is expected that the Management and Operating Agreement will commence on July 1, 2024.

Proposal documents are available at the Tulsa Airports Improvement Trust Offices, Passenger Terminal Building, Tulsa International Airport, Room A-211, 7777 Airport Drive, Tulsa, Oklahoma 74115, Telephone Number (918) 838-5000, or on-line at <https://flytulsa.com/business/business-opportunities/businessopportunities/>.

All Proposers **MUST** attend the Pre-Proposal Conference and Tour which will be conducted at the Passenger Terminal Building, Tulsa International Airport, Room A-211, Tulsa, Oklahoma on **Friday, February 23, 2024, at 2:00 p.m. Central Standard Time (CST)**.

Proposals must be received in the office of the Airports Director of Finance and Asset Management, no later than **12:00 p.m. Central Daylight Savings Time (CDT), Thursday, March 14, 2024.** Proposals received after the time set for opening of the Proposals will not be considered and will be returned unopened.

All Proposals shall be accompanied by a Proposal Guarantee in the form of a certified or cashier’s check, surety bond, or irrevocable letter of credit in the amount of \$5,000.00, payable to TAIT. In the event that TAIT shall award the contract to the Proposer and the Proposer shall fail, within twenty (20) business days from the making of the award, to enter into the Management and Operating Agreement and furnish the bonds and insurance as required, the certified check shall be executed to the benefit of TAIT as liquidated damages; or, if a surety bond or irrevocable letter of credit is submitted, the amount thereof shall then be due and payable.

TAIT reserves the right to reject any or all Proposals and to waive any formality in the competitive process. No Proposal may be withdrawn for a period of 60 days after the opening thereof.

Birdetta Price
Director, Finance and Asset Management
Tulsa Airports Improvement Trust

DEFINITIONS

Airport means Tulsa International Airport or the designated portion of the Airport as the case may be.

“Agreement” means the contract for the Management and Operation of the Airport Parking System and the exhibits attached thereto, and includes the Notice to Bidders, Instructions to Bidders, Bid Proposal, any Affidavits and Bonds, executed pursuant to said Agreement or Bid Proposals, and the Shuttle Bus Lease Agreement, the Operator Procedures Manual, and the exhibits attached to any of the documents stated above.

“Facilities” means areas on the Airport property as set forth in Exhibit A, as the premises where the business of the Operator may be conducted.

“Facilities Manager” means the individual employed by and directly responsible to the Operator, a full-time qualified and competent individual to manage, maintain and operate the Facilities.

“Operator” means the company selected for the Management and Operation of the Airport Parking System.

“Operator Procedures Manual” means the document to be submitted by the Operator to describe the day-to-day details of the management and operation of the Airport Parking System.

“Revenue Control System” means the mechanical, electronic and/or computerized equipment provided and owned by TAIT to control and record entrances and exits from the Facilities, including, but not limited to, loop detectors, gate arms, ticket dispensers, fee computers, fee indicators, land control lights, computerized data management systems, and any other management systems existing or to be established related thereto.

“RFP” means this Request for Proposals for the Management and Operation of the Airport Parking Systems.

II. INSTRUCTIONS TO PROPOSERS

The following instructions contain a summary of certain relevant provisions of the proposal. Your attention is directed to all terms, conditions, and provisions of the Request for Proposals, (“RFP”).

A. PRE-PROPOSAL MEETING

The Pre-Proposal Conference and Tour which will be conducted at the Passenger Terminal Building, Tulsa International Airport, Room A-211, Tulsa, Oklahoma on Friday, February 23, 2024, at 2:00 p.m. Central Standard Time (CST).

ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS **MANDATORY** FOR ALL PROSPECTIVE PROPOSERS ON THIS RFP. PROPOSALS SUBMITTED WITHOUT PROPOSERS ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED. THERE WILL BE AN OPTIONAL TOUR.

B. SUBMISSION

Proposals must be received at the office of Tulsa Airports Improvement Trust (“TAIT”) no later than the time and place noted in the “Invitation to Submit Proposals”. Proposals must be submitted in an envelope that is completely sealed, bears the name and complete mailing address of the proposer and be clearly marked, “Proposal for Management and Operation of The Airport Parking System.” One original, six (6) copies and two (2) USB drives should be submitted.

Proposals must be submitted on the official proposal forms which are included with these instructions. All proposals must be legibly written in ink or typewritten with all amounts given both in words and figures where so indicated. Proposals shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations there from may be considered non-responsive and sufficient cause for rejection. There shall be no conflict between the proposal and the evidence of performance ability or other documents required to be included with the proposal.

More than one proposal submitted by a proposer under the same or different names will not be considered. Reasonable grounds for believing that the Proposer is submitting more than one proposal will result in all proposals being rejected. All proposals will be rejected if there is reason to believe that collusion exists among proposers and no participant in such collusion will be considered in future proposals for operation of the concession.

Each proposal must be signed in ink by a duly authorized official of the proposer. The proposer’s legal name and form of organization must be fully stated. If the proposer is an individual, the proposer himself/herself must sign the proposal. If the proposer is a partnership, the signature must be that of a general partner. A proposal signed by a limited partner is not acceptable. If the proposer is a corporation, the signature must be that of a duly authorized executive officer, attested to by the corporate secretary.

C. SUBMISSION OF QUESTIONS

If questions concerning the RFP, submitted in writing prior to, or verbally at the pre-proposal meeting, are deemed to indicate a need for clarification of the documents, it will be done in the form of an addendum to the RFP. After the pre-proposal meeting, any additional questions must be submitted in writing on or before February 29, 2024.

D. TAIT CONTACT

All inquiries should be directed to: Birdetta Price
Director, Finance and Asset Management
Tulsa Airports Improvement Trust
P. O. Box 581838
Tulsa, Oklahoma 74158-1838
Telephone: 918-838-5000
BirdettaPrice@tulsairports.com

Inquiries submitted in writing should be clearly marked “**Inquiry for Management and Operation of Airport Parking System**” and reference page and paragraph numbers to which the questions pertain.

E. OPENING OF PROPOSALS

All proposals will be opened in the Tulsa Airports Improvement Trust Conference Room (A-211), Passenger Terminal Building, 7777 Airport Drive, Tulsa International Airport, Tulsa, Oklahoma, at 12:00 p.m. CDT, on March 14, 2024, or as soon thereafter as may be convenient. TAIT reserves the right to reject any and all proposals and the right to waive any minor irregularity or technical deficiencies in any proposal.

F. PROPOSAL GUARANTEE (**BID BOND**)

Each proposal shall be accompanied by a proposal guarantee of five thousand dollars (\$5,000), which guarantee shall be a proposer’s bond, certified check, cashier’s check, or irrevocable letter of credit, payable to the Tulsa Airports Improvement Trust.

G. DISQUALIFICATION OF PROPOSERS

Proposals will not be accepted from any person or persons, firm, partnership, company, or corporation in arrears to TAIT, upon any debt of contract, or in default as surety or otherwise upon any obligation to TAIT; nor will proposals be accepted from any proposer having a conflict of interest that could prevent operating the parking system in the best interest of TAIT.

H. NON-COLLUSION AFFIDAVIT

Each proposer is required to submit with its proposal on the form furnished for that purpose, an affidavit(s) that the proposer has not entered into collusion with any other person in regard to any proposal or document submitted.

I. WITHDRAWAL OF PROPOSAL

No proposer may withdraw its proposal for sixty (60) days after the date and hour set for the opening. A proposer may withdraw its proposal any time prior to the date and hour set for the opening. The withdrawal shall be by written request signed in the same manner and by the same person who signed the proposal.

J. REJECTION OF PROPOSALS

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

A violation of any of the following provisions by the proposer shall be sufficient reason for rejection of a proposal, or shall make any contract between TAIT and the proposer that is based on the proposal, null and void: divulging the information in said sealed proposal to any person, other than those having a financial interest with the proposer in said proposal, until after proposals have been opened; submission of a proposal which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original proposal form, or which is not in compliance with the Instructions to Proposers and published Invitation to Submit Proposals, or which is made in collusion with another proposer. TAIT shall have the right to waive, in its sole discretion, any defects or irregularities in any proposal received.

K. BID PROTEST

Failure to follow the procurement protest procedure set out in TAIT's policies constitutes a waiver of your protest and resulting claims. A copy of the procurement protest procedure may be obtained by the Airport Representative also available on TAIT's website per the following hyperlink:

<https://flytulsa.com/business/business-opportunities/businessopportunities/>.

L. PROPOSER'S QUALIFICATION

Each proposal must also be accompanied by the proposer's references, background, experience, and financial references. Proposer's integrity, reputation, experience, and financial responsibility shall be important factors in awarding any contract under this RFP. TAIT reserves the right to be the sole judge of this determination and to accept or reject any or all proposals. TAIT will be the sole judge as to the best qualified, responsible proposer to serve the best interests of the Airport, and may waive any informalities or technical errors that, in its judgment, will best serve these interests.

To be qualified for further evaluation, the proposer must demonstrate and prove that it has managed at least three public parking facilities continuously for the past five (5) years, at least one of which must be management of an airport public parking facility under contract with a City, Airport Authority, or equivalent entity, continuously for the past five (5) years, using a computerized parking access and revenue control system. Additionally, at least one location used to demonstrate the above identified operating and management experience must have had at least 4,000 parking spaces and annual revenues in excess of Four Million Dollars (\$4,000,000). In each of these operations, the proposer must have been responsible for operating the parking access and revenue control equipment as well as the collection and accounting of parking revenue. In at least one of these operations, the Proposer must have been responsible for maintaining the parking access and revenue control equipment.

M. EVALUATION OF PROPOSALS

TAIT will evaluate the proposals received and award the Agreement to the proposer offering a proposal which is the best and most advantageous value to TAIT. Consideration will be given to the following elements:

1. Qualifications and experience of Proposer in operating comparable public parking facilities.
2. Suggested Management Plan and Operating Procedures Manual.
3. Qualifications and experience of Proposer's full-time, off-site, and on-site management.
4. Financial capability of Proposer.
5. The amount Proposer agrees to charge as a Management Fee.
6. Proposer's suggestions for improving customer service including implementation of technology solutions.
7. Any other criteria which represents an objective best value to TAIT.

TAIT in its sole discretion will make the final judgment and determination as to which proposer has offered the best proposal and will employ such analysis techniques and professional consultants as it deems necessary to make such judgment.

TAIT may request the submission of additional information to assist in the evaluation of a proposal and the proposer will be expected to expeditiously respond and cooperate fully with such a request.

N. AWARDING OF CONTRACT

TAIT reserves the right to withhold the awarding of the Agreement for at least thirty (30) days from the date for submission of the proposals and up to ninety (90) days following the date for submission of the proposals. The awarding of the Agreement upon a successful proposal shall give the successful proposer no right of action or claim against TAIT upon such award of Agreement until it shall have been reduced to writing and duly signed and executed by the contracting parties. The award of the Contract by TAIT shall not be considered to be completed until the Agreement is duly signed and executed and the necessary bonds and insurance certificates are approved by TAIT's legal counsel.

O. EXECUTION OF CONTRACT

The successful proposer shall execute and deliver the Agreement to TAIT within twenty (20) days after receipt from TAIT. The successful proposer shall submit and deliver to TAIT with the Agreement all necessary bonds and certificates of insurance which are required by the Request for Proposal or by law.

Operator understands and agrees that the Agreement attached hereto as Exhibit "E" contains the Terms and Conditions (or substantially similar contractual provisions) proposed to be entered into between TAIT and the successful proposer. Exhibit "F" contains the Shuttle bus Lease Agreement.

P. NO COMPETING INTEREST

The Operator shall not directly or indirectly operate or have any financial interests directly or indirectly in a parking facility, or business offering parking that would compete for potential airport parking customers.

III. **GENERAL AIRPORT INFORMATION/DESCRIPTION OF PARKING OPERATION**

The Airport is owned by the City of Tulsa, Oklahoma, leased to TAIT which operates the Airport on a daily basis pursuant to the terms of an Amended and Restated Lease Agreement between the City and TAIT effective as of January 1, 2014.

A. The Airport is served by the following scheduled certificated carriers:

American	Southwest
United	Delta
Allegiant	

Annual Enplanements per Calendar year:

2018	1,488,571
2019	1,504,284
2020	663,695
2021	1,156,018
2022	1,488,571
2023	1,567,166

B. AIRPORT PARKING SYSTEM INFORMATION

<u>Parking Areas</u>	<u>Spaces</u> (not including Rental Cars)
Lower-Level Long Term	1,244
2 nd Level Long Term*	566*
3 rd Level Short and Long Term	573*
Shuttle Parking Lot	1,603
Reserved Parking Spaces	10
Valet Parking	90-130 average daily cars in inventory
Overflow Parking	267
Employee Parking	576
Contractor Parking	82

*Spaces covered by canopy

The shuttle parking lot is serviced by 10 shuttles, including two (2) shuttles for the physically limited. Shuttle buses are owned by TAIT. Proposer is responsible for the operation of the buses and for notifying TAIT when maintenance is required on the buses. The 10 shuttle bus fleet consists of the following:

- 15-149 Mercedes Sprinter (Diesel)
- 18-202 Dodge Promaster (Unleaded)
- 18-204 Dodge Promaster (Unleaded)
- 18-226 Dodge Promaster (Unleaded)
- 18-227 Dodge Promaster (Unleaded)
- 19-264 Dodge Promaster (Unleaded)
- 19-265 Dodge Promaster (Unleaded)
- 22-330 Dodge Promaster (Unleaded) Handicap ADA bus.
- 22-331 Dodge Promaster (Unleaded)
- 2023 Lone Star Promaster shuttle bus (on order) Handicap ADA bus

Fueling facilities are available on site.

The parking areas are entered at seven controlled access locations. Each entrance has a ticket dispenser. All parkers exit from either the Toll Plaza with six (6) booths or the Parking Perks designated exit or the Parking Perks designated exit lane in the shuttle lot. A Parking Management office is located adjacent to the Exit Toll Plaza. The parking revenue control equipment owned by TAIT and maintained by Operator includes:

- Facility Management Software (PARCS)
- Four (4) Fee computers (PARCS) (Lanes 1,2,3, 4)
- Four (4) Automatic Credit Card Readers (on exit lanes 4,5,6,7)
- Four (4) Validators with one spare (PARCS)
- Seven (7) Ticket Dispensers (PARCS)
- Automatic Vehicle Identification System & RFID Readers
- License Plate Inventory (LPI) Equipment

The operator is responsible for operating, maintaining, and generating reports as needed on our Automatic Vehicle Identification (AVI) System & RFID Readers, RFID parking cards are issued as part of the Parking Perks loyalty program.

Reserved spaces and areas for monthly permit parkers are also the responsibility of the management company and are adjacent to the Rental Car Ready Return spaces. The operator is responsible for ticketing and ultimately booting and debooting cars not authorized to park in these areas and collecting unauthorized parking fees.

The Operator is also responsible for the operation of the Airport Valet Services. This is a premium service offered by TAIT and personnel should be trained to offer a high level of service.

The Operator is also responsible for the operation of the Parking Perks (Transponder) applications including coordination and communication responsibilities.

PCI Compliance

Any equipment that is involved in accepting credit card payments, storing credit card data, or processing and transmitting cardholder data must be PCI Compliant. Annual proof of compliance must be submitted to the Airport's Director of Technology and Innovation.

TAIT has the right throughout the life of the Agreement, at TAIT's sole discretion, to improve, expand, replace, or modify any of the above-described parking facilities, and any associated equipment, and/or to create additional parking facilities to serve the airline passenger terminal complex. Upon thirty (30) days written notification by the Airports Chief Executive Officer to Operator, and at the time of their completion, any such modified, expanded, or additional parking facilities in the airline passenger terminal complex shall be included within the Agreement.

C. PARKING RATES

Valet parking charge	\$20.00/day plus tax
Garage	\$14.00/day tax included
Shuttle Lot	\$9.00/day tax included
Reserved covered parking – specific space	\$500/month
Tire lock removal charge	\$35.00
Unauthorized parking penalty	\$35.00/day
Employee	
Signatory vehicle parking	\$15/month/employee
Non-signatory vehicle parking (except for employee lot A)	\$22.50/month/employee
Non-signatory vehicle parking (employee lot A only)	\$15/month/employee
Parking permit replacement fee	\$10.00

Upon a change in parking rates the Operator is responsible for updating signage at the entrance and exit points to reflect current rates and in accordance with the Airport's Wayfinding Master Plan.

The Operator is responsible for pursuing all parking revenues. Reasonable collection efforts are to be managed by the Operator. The License Plate Inventory System ("LPI") equipment must be used to validate length of stay for lost tickets.

D. TERM OF AGREEMENT

The Management and Operating agreement will commence on July 1, 2024 for a term of five (5) years with one (1) mutually agreeable five-year option.

IV. MINIMUM REQUIREMENTS FOR OPERATION

The following is information regarding the minimums to be expected from any potential proposers, however, the information is not meant to be restrictive in nature. TAIT requires a first class, high quality, professional, courteous, and efficient airport parking operation for the convenience of the traveling public. The successful proposer will be required to provide the following scope of services:

1. Operate and manage the Airport Parking System described in Section III, B.
2. Operate and ensure proper maintenance of shuttle bus fleet (maintenance is performed by TAIT).
3. Collect all parking fees and charges (including the processing of credit card charges) legally due and provide bookkeeping and accounting services with respect thereto.
4. Perform routine maintenance to all parking lot equipment including the Revenue Control System, Access equipment and Parking Perks equipment.
5. Remove improperly parked or abandoned vehicles from Parking Facilities.
6. Perform nightly license plate inventory of all vehicles parked in Parking Facilities.
7. Provide and/or arrange for basic vehicle emergency services (e.g., dead batteries and keys locked in vehicle).
8. Operator must coordinate with janitorial service provider to maintain parking facilities in clean, litter free condition.
9. As needed and upon the CEO's request, direct traffic at any parking facility at the Airport.
10. Establish and maintain a high level of customer service.
11. Inspect the Facilities monthly (daytime and nighttime) and notify TAIT of any needed repairs or equipment that should be replaced.

TAIT is to reimburse Operator for expenses, however, in no event shall expenses exceed approved budget. If a Capital item is acquired, all procurement laws, rules, regulations, policies and procedures must be adhered to by Operator if TAIT reimburses Operator.

If procurement by Operator is not for exclusive use of Airport, or if rules are not followed, then the expense is not reimbursable, but item will belong to Operator and not Airport.

The Operator shall, prior to the effective date of the Agreement, prepare and submit to the CEO for approval a comprehensive operating Procedures Manual.

The Procedures Manual shall include an identification of each of the Operator's performance responsibilities as set forth by the Parking Management and Operating Agreement.

The Procedures Manual shall further include a comprehensive summary of the means, methods, procedures, and controls which the Operator will employ to satisfy its contractual obligations to TAIT.

The Procedures Manual shall specifically include a Safety and Emergency Action Plan for the employees of the parking facilities.

The Procedures Manual shall specify all cash handling, accounting, and auditing procedures associated with the management and operation of the parking facilities, as agreed to in the Parking Management and Operating Agreement.

RESPONSIBILITIES OF TULSA AIRPORTS IMPROVEMENT TRUST

Parking Revenue Control Equipment. TAIT shall provide and Operator must maintain all parking revenue control equipment in full operating condition through the specific vendor maintenance contracts, except that Operator shall have the responsibility to perform routine service and operations including, but not necessarily limited to, replacing printing ribbons, clearing jammed machines, loading tickets, and similar tasks as a part of the Operator's normal operations. All revenue control equipment and fixtures provided by TAIT are TAIT property and shall remain the property of TAIT.

Maintenance of Parking Lot Facilities. TAIT shall be responsible for maintaining the parking facilities in good order and repair based on its own determination of such need. Such maintenance responsibility shall include repair of all equipment and fixtures, paving, curbs, buildings, islands, and landscaping, landscaping irrigation systems, fencing, lighting, and any other improvement made by TAIT. TAIT shall be responsible for periodic sweeping and power washing of the parking areas, repair and sealing of paved surfaces, pavement markings, line striping and repainting of buildings and fixtures as necessary.

Maintenance of Shuttle Bus Fleet. TAIT shall be responsible for performing the required preventative maintenance on the shuttle buses; however, Operator is responsible for entering accurate information at the fuel island into the Fuel Master software so that required maintenance is performed in a timely manner.

Provision of Office Space and Equipment. TAIT shall provide, without charge, use of the Parking Management office that is located adjacent to the Exit Toll Plaza.

Equipment and furniture are provided by TAIT during the Term or any extended term for use by the Operator.

Marketing and Promotional Activities. TAIT shall direct all marketing and promotional activities related to the parking facilities and services. The Operator will provide support and input regarding these efforts.

RESPONSIBILITIES OF OPERATOR

MAINTENANCE AND REPAIR

The Operator shall be responsible for the reporting of needed maintenance of Toll Booth/Office Complex/Bus Garage and any other structure which may be provided hereafter. The Operator shall be responsible for keeping the Airport Parking System Facilities, including all parking areas, the entrance and exit areas, exit toll booths, shuttle stops, revenue control offices, and rest rooms in or immediately adjacent to the Facilities in a neat and clean condition at all times, except those areas specifically maintained by TAIT. The Operator shall be responsible for coordinating with TAIT for a combined effort to accomplish weekly sweeping of all parking areas (car rental area not included). The Operator shall be responsible for the necessary snow removal, sanding and ice control, in conformance with the inclement weather plan, during the cold weather seasons (including daily freeze-thaw cycles). A copy of the inclement weather plan is attached as Exhibit B. The Operator shall be responsible for operation of the Facilities in accordance with the Operator's Manual. The Operator shall conduct monthly inspections (daytime and nighttime) of the Facilities. Written reports of the inspections shall be submitted to TAIT and shall indicate the condition of lighting, general appearance, potential safety hazards, condition and inventory of fire equipment, graffiti, cleanliness and any other items which may be requested by TAIT. The Operator shall notify TAIT in writing of any areas requiring immediate maintenance and/or repair upon discovery of such items.

The Operator shall inspect parking equipment daily. Airport management reserves the right to inspect operator's operation and facilities at any time. The Operator shall be responsible for contacting the service vendor for the maintenance and repair of the Revenue Control System (in accordance with TAIT's Maintenance Agreement with the vendor).

EMPLOYEE PARKING LOT AND OVERFLOW PARKING AREA

Operator will make periodic checks to determine if only authorized parkers are present. If compliance is evident, no further actions are necessary. If it appears employees are parking without obtaining the proper authorization, then that is to be brought to the attention of airport management for further action. If it appears that the public is utilizing the employee parking lot to avoid the public parking facility, corrective actions will have to be taken based on a joint resolution between airport management and the parking operator.

PERSONNEL

The Operator shall be responsible for the varied requirements for employees based upon season of the year, time of day and day of week.

The management, maintenance and operation of the Facilities shall at all times be under the supervision and direction of a full-time, qualified, competent Facilities Manager who shall be subject to the direction and control of the Operator. The Facilities Manager shall reside within thirty (30) minutes driving time from the Airport and shall be reasonably available at all times. At a minimum, the Operator's parking Facilities Manager shall be physically present on-site at the Airport parking facilities during conventional weekday working hours. The Facilities Manager or designated on call manager shall also regularly make on-site inspections of

Operator's operation at the Airport at other hours of the day and other days of the week, and be continuously available, on-call, to manage and supervise the operation at the Airport, 24 hours a day, 365 days a year. Prior to the commencement of this Agreement, TAIT shall review the qualifications of the candidate Facilities Manager and notify the Operator if he/she is acceptable. The Facilities Manager shall not have responsibility for managing any parking facilities other than the Airport Parking System Facilities.

The Operator shall provide ten (10) days advance written notice to TAIT of any intended change in its Facilities Manager and shall include any change of address or telephone number. Prior to any change, TAIT shall review the qualifications of the candidate Facilities Manager and notify the Operator if he/she is acceptable.

The Operator shall provide at least one employee per shift (supervisor or designee) trained in the normal use and functions of the Revenue Control System supplied by TAIT. The Operator shall employ personnel to enter and update all computer database functions including but not limited to, vehicle inventory, ingress and egress of vehicles, toll plaza revenues, time functions, and ticket inventories.

The Operator shall employ a sufficient number of employees trained and assigned to operate and provide light maintenance on shuttle buses and to operate a fixed route shuttle bus system with no more than a three (3) minute wait at any shuttle stop or the arrivals terminal. There shall never be less than four (4) buses operating at any time except between the hours of 12:30 a.m. and 5:30 a.m., when at least one (1) bus shall operate. Shuttle bus drivers shall be required to possess a valid Commercial Driver's License (CDL). Operator shall have or implement a Drug Testing Policy as described in Department of Transportation (DOT) regulations. (These regulations appear at 49 CFR Parts 40, 199, 382 and 391). A copy of Operator's Drug Testing policy shall be provided to the Airport President & Chief Executive Officer for approval prior to the commencement date of the agreement.

All employees, with the exception of the Facilities Manager, and nonpublic-contact office personnel, shall be required to wear the appropriate uniform, as approved by TAIT, at all times when on duty. The Operator shall cause all of its employees to conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations, and policies set forth in the Operator's Manual.

The Operator shall require all personnel to wear an identification badge issued by Operator which shall be returned to Operator when the employee ceases employment for the Operator or upon termination of the Agreement. The Operator is responsible for unreturned TAIT provided equipment and items. The Operator shall ensure at all times that the names of on-duty cashiers are placed on the exterior of the exit booths as to be visible to drivers of exiting vehicles.

The Operator shall provide a recording type time clock for use by all hourly employees. The Operator shall require employees to clock in or out within ten minutes of the shift change time unless overtime is required by business activities and approved by the shift supervisor.

Employees of the Operator shall be required to park their personal vehicles in designated areas as approved by TAIT.

The Operator, its agents, employees or suppliers shall not block any areas used for ingress and egress by Airport traffic unless required in an emergency.

CLEANLINESS OF PREMISES

The Facilities and all equipment and materials used by the Operator shall at all times be clean, sanitary and free from rubbish, refuse, garbage, dust, dirt, rodents, insects, and other offensive or unclean materials. TAIT shall be responsible for the provision of all janitorial services once a day, seven days a week.

OPERATIONS

The Operator shall, on an around-the-clock basis (24-hours per day, 365 days per year), operate the Facilities in a neat, clean and operable condition, the specific procedures for which are to be included in the Operator's Procedures Manual.

The Operator shall be responsible for the towing, impounding, and removal of all vehicles considered abandoned in accordance with procedures set forth in the Operator's Procedures Manual.

The Operator shall provide personnel and equipment necessary to jump-start vehicles and inflate tires on the Facilities and on the ingress and egress roadway to the Passenger Terminal Building. The Operator shall not impose a fee for these services.

The Operator shall provide personnel to operate the shuttle buses and perform light maintenance of shuttle buses (i.e., cleaning, fuel, tire pressure, head lights etc.) to maintain a safe expedient service.

The Operator shall provide personnel to operate shuttle buses on a fixed route and will not deviate so as to maintain no more than three (3) minutes between pickup of customers. The drivers shall not solicit tips. Only bona fide customers are allowed on the shuttle buses, no guests, friends or family members of the driver.

The Operator shall provide personnel to operate the ADA approved shuttle bus in the manner specified in the Operator's Manual.

The Operator shall provide personnel trained to staff the Valet Parking Desk beginning ninety (90) minutes prior to the first scheduled departure and until thirty (30) minutes after the last scheduled arrival. Services should include 24-hour customer vehicle recovery if needed. Operator shall process a customer claim ticket and secure return flight information. The customer's vehicle shall be staged at the valet stand in accordance with the arrival of the return flight. No customer shall wait longer than ten (10) minutes for service. Services for Valet Parking shall also include meeting each passenger/customer at the curb, and assisting with baggage if needed. Personnel shall also be trained in the safe operation and parking of vehicles utilizing Valet Parking.

The Operator shall be responsible for coordinating with Airport Operations after the last scheduled flight of each day to ensure no delayed flights are still expected to arrive.

The Operator shall require staff to conduct a visual inspection of any vehicle left at the

curb with valet. The purpose is to identify suspicious vehicles which may contain large amounts of explosives.

SECURITY

The Operator acknowledges and accepts full responsibility for the security and protection of Facilities assigned to it and any and all inventory, equipment, and facilities now existing or hereafter placed on or installed in or upon the Facilities and for the prevention of unauthorized access to its facilities. The Operator fully understands that law enforcement services provided by TAIT Airport Officers are limited to that provided to any other business situated at the Airport, and Operator expressly acknowledges that if it, in its sole discretion, deems it necessary or desirable to provide additional security measures for the protection of the Facilities and improvements constructed thereon, it shall be the sole responsibility of Operator and shall involve no cost to TAIT, unless otherwise agreed to by TAIT.

V. PROPOSER'S CHECK LIST

The following items will be completed in full and returned to TAIT on the proposal date as stated within:

1. \$5,000 proposal bond (guarantee).
2. Proposal Form.
3. Proposer's Qualification Form (to include all items identified).
4. Proposed Management Fee Form.
5. Non-Collusion Affidavit; and
6. Financial Information (***submitted under separate cover***).

No specific order of the information is required; however, if the proposal is in the order of the above checklist, it will assist in the efficiency of the evaluation.

**VI. PROPOSAL FORM FOR MANAGEMENT AND OPERATION OF AIRPORT
PARKING SYSTEM
TULSA AIRPORTS IMPROVEMENT TRUST
ROOM A-217, PASSENGER TERMINAL BUILDING
TULSA INTERNATIONAL AIRPORT
P.O. BOX 581838
TULSA, OKLAHOMA 74158-1838**

Proposals must be in the offices of TAIT, at the above address, no later than 12:00 p.m. CDT on March 14, 2024.

The undersigned, herein referred to as the Proposer, having familiarized itself with the legal advertisement, Instructions to Proposers, General Information and Requirements for Operation relating to the proposed contract for the operation of the Airport Parking System at Tulsa International Airport and having acquainted itself with the facilities hereby proposes to operate the Airport Parking System at Tulsa International Airport pursuant to the terms and conditions contained therein.

TAIT reserves the right to reject any and all proposals and the right to waive any minor irregularity or formalities or technical deficiencies in any proposal:

Attached is the required proposal guarantee in the amount of Five Thousand and 00/100 dollars (\$5,000.00). In making this proposal, we fully understand that this amount will be forfeited as liquidated damages if we fail to furnish the required Bonds, Certificates of Insurance, and execute the Management contract in a timely manner if selected.

Respectfully submitted,

BUSINESS NAME

BY: _____

TITLE: _____

VII. PROPOSER'S QUALIFICATION FORM

THE FOLLOWING INFORMATION IS TO BE FURNISHED BY PROPOSER and must be sworn to, before a notary public, by an officer (authorized representative) of proposer who has the responsibility and authority to bind the company.

Each Proposer shall show all requested information pertaining to its organization and submit same as a part of the proposal. Failure to do so shall disqualify the Proposer from further consideration of award of contract.

The undersigned Proposer agrees to furnish, upon request from TAIT, any additional information needed to substantiate or clarify the Proposer's ability to satisfactorily fulfill the requirements of this proposal.

THE UNDERSIGNED PROPOSER DECLARES THAT THE FOLLOWING DATA AND INFORMATION ARE TRUE AND CORRECT STATEMENTS CONCERNING ITS FINANCIAL AND PERFORMANCE ABILITY TO COMPLY WITH THE REQUIREMENTS OF THE SERVICES TO BE SUPPLIED.

1. FIRM BACKGROUND AND OWNERSHIP

- a. Name of firm (as it is to appear in the contract):
- b. Principal Office Address:
- c. Telephone Number:
- d. Contact person:
- e. Form of Business Entity (check one and complete one of the next four statements):
 - Corporation Partnership Joint Venture
 - Limited Liability Company Individual (no additional page required)

A. CORPORATION STATEMENT

If a CORPORATION, answer the following:

- a. When incorporated? _____
- b. Where incorporated? _____
- c. Is the corporation authorized to do business in Oklahoma? Yes () No () If Yes, as of what date? _____
- d. The Corporation is held: Publicly () Privately ()

- e. Furnish the name, title and address of each officer, director and principal shareholders owning 10% or more of the corporation's issued stock.

<u>DIRECTOR'S NAME</u>	<u>ADDRESS</u>	<u>PRINCIPAL BUSINESS AFFILIATION OTHER THAN DIRECTORSHIP</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

<u>OFFICER'S NAME</u>	<u>POSITION</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

B. PARTNERSHIP STATEMENT

IF A PARTNERSHIP, ANSWER THE FOLLOWING:

- a. Date of Organization? _____
- b. General Partnership () Limited Partnership ()
- c. Partnership Agreement recorded? Yes () No ()

<u>Date</u>	<u>Book</u>	<u>Page</u>	<u>County</u>
_____	_____	_____	_____

- d. Has the Partnership done business in Oklahoma? Yes () No () When _____

- e. Name, address, and partnership share of each general partner:

<u>NAME</u>	<u>ADDRESS</u>	<u>SHARE</u>
1. _____	_____	_____
2. _____	_____	_____

3. _____

4. _____

C. LIMITED LIABILITY COMPANY STATEMENT

IF A LIMITED LIABILITY COMPANY, ANSWER THE FOLLOWING:

a. Date of Organization? _____

b. State of Organization? _____

c. Is the limited liability company authorized to do business in Oklahoma?
Yes () No () If Yes, as of what date? _____

d. Name, address, and title of each member of the limited liability company:

	<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

D. JOINT VENTURE STATEMENT

1. IF A JOINT VENTURE, ANSWER THE FOLLOWING:

a. Date of Organization: _____

b. Joint Venture Agreement recorded? Yes () No ()

c. Has the Joint Venture done business in Oklahoma? _____

d. Name and address of each Joint Venture:

	<u>NAME</u>	<u>ADDRESS</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

4. _____

Percent of ownership of each Joint Venture:

	<u>NAME</u>	<u>PERCENT OF OWNERSHIP</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

2. What is the principal business activity of the Joint Venture?

3. How many years has the Joint Venture been continuously engaged in the Management and Operation of Public Parking Facilities? _____

4. List the Public Facilities which are currently managed and operated by the proposer, include name, gross annual revenues and years of operation for each facility.

5. Has proposer (or the individual owners/partners/or joint venture) ever had a Public Parking Facility Management and Operating Agreement canceled or terminated due to default or breach of contract by the proposer? Yes () No ()
If yes, identify the Lessor, the year and the cause of cancellation or termination.

6. Has proposer (or the individual owners/partners/joint venture) ever been sued by an Airport or other Public Parking Facility for issues pertaining to fee payments, rental payments and /or performance Yes () No ()
If yes, identify the Lessor, the year, and the cause of such suit.

7. Has proposer (or the individual owners/partners/joint venture) ever filed suit against an Airport owner? Yes () No ()
If yes, identify the Lessor, the year, and the cause of such suit.

8. Has proposer ever had a Bond or Surety canceled or forfeited? Yes () No ()
If yes, identify the Bonding Company, year of cancellation or forfeiture, amount and reason for cancellation or forfeiture.

9. Has proposer ever filed for protection under Federal Bankruptcy Laws?
Yes () No ()
If yes, list the date, Court of Jurisdiction, and amount of assets and liabilities.

10. FINANCIAL REPORTS

Furnish the past two fiscal years financial statements prepared in accordance with generally accepted accounting principles with an independent CPA's statement attached and certified by a duly authorized corporate officer. At a minimum, the proposer shall submit the following:

1. Balance Sheet
2. Statement of Changes in Financial Position
3. Income Statement
4. All Footnotes Relative to the Above Statement
5. Two Financial References or Letters of Reference
6. A Value of Unencumbered Capital Assets

In order to exempt the financial reports from the Oklahoma Open Records Act, all documents should be submitted under separate cover. Each proposer's financial reports will be returned by TAIT prior to award.

11. MANAGEMENT PLAN

- A. Attach a description of the management structure to be used in the operation. Charts, diagrams and descriptive materials as desirable or appropriate may be used to expand or clarify. Identify the relationship between the local operation and the proposer's main headquarters. Information provided should include:

- Proposer’s local and off-site management team, with emphasis on on-site Facilities Manager and his/her experience operating comparable airport parking facilities;
- Identification of local and off-site management duties and responsibilities, by individual position, as they relate to the operations of the Airport;
- Organizational chart of the local and corporate levels;
- Proposer’s transition plan;
- Customer service policy and training program;
- Personnel policies such as employee duties, qualifications, recruitment, hiring, pay scale, training evaluation, advancement, and dismissal;
- Equal employment opportunity policy; and
- Sexual harassment policy.

B. Please describe in detail the operating procedures you propose to implement, including internal financial controls and audit procedures, handling of nonstandard transactions (such as lost tickets), and customer relations. Operating Plan shall address, at a minimum, the following in the proposer’s plan to perform the scope of services to include:

- Operating and managing the Airport Parking Facilities in accordance with the scope outlined in Section III B;
- Collecting all Parking Facilities fees and charges (including the processing of credit card charges) legally due, and providing bookkeeping and accounting services;
- Accounting methods including the handling of non-revenue and lost tickets;
- Cashier and supervisor procedures for cash handling;
- Detailed preliminary and secondary auditing procedures;
- Performing routine maintenance of the Parking access and revenue control equipment;
- Removing improperly parked or abandoned vehicles;
- Performing nightly license plate inventory of all vehicles in Airport Parking Facilities;
- Maintaining the Parking Facilities so that they are clean and free of litter as described in Section IV-A and IV-C;
- Providing Parking Facilities customers with battery jump-starts and other reasonable emergency vehicle assistance as described in Section IV-D;
- Establishing and maintaining a high level of customer service;
- Operating, maintaining, and managing shuttle bus systems; and
- Operating, maintaining, and managing ADA shuttle bus operations.

C. Operating Budget—Proposer shall submit:

A proposed budget for the first year of operation from July 1, 2024 thru June 30, 2025, of the contract term detailing expenses to be incurred including staff classifications, wages, and benefits costs of on-site staff, as well as other reimbursable operating costs. Proposer should provide information in the level of detail deemed necessary to demonstrate knowledge and understanding of

the parking operation at Tulsa International Airport. A sample budget form is attached as Exhibit G.

12. PERSONNEL

- A. Provide a resume and job description of the on-site, full-time Facilities Manager you propose to assign to the Airport Parking System, including his/her qualifications and experience managing comparable parking operations. Also, describe the qualifications, salary level, and level of experience you will require when hiring other personnel.
- B. Prepare a chart of the organizational structure that you would propose to use in your Operation and Management of the Airport Parking System.
- C. Describe the personnel policies and practices that you would implement in the performance of your obligations under the Management Contract, including the supervision and surveillance to be rendered by the home office, if applicable.

13. REFERENCES

Please attach at least three (3) credit references and three (3) professional references, unrelated to the proposer, familiar with experience gained while meeting qualifications described in Section II-K, and a minimum of three (3) Parking Operation letters of reference.

14. SUMMARY

Summarize the reasons that you feel this proposal should be accepted. Identify the key strengths of your company and personnel to be committed to this project on a full time basis.

15. IDEAS FOR IMPROVEMENT

Outline at least two (2) ideas to improve the parking facilities and/or the operation thereof, as well as an approach you would utilize to advocate for parking service improvements through the Term and any extended Term of the Agreement. Also provide at least one suggestion or recommendation for a rewards program for parking customers. Note however, that ideas or suggestions shall be considered proprietary and may be implemented by TAIT whether or not they are submitted by the successful proposer.

16. STATEMENT OF COMPLETENESS

State of _____

County of _____

(I), (We), the undersigned, being duly sworn and acting as an _____ of _____ do hereby affirm that (I), (We) have the responsibility and authority for providing information on behalf of _____ and that same as submitted is true, accurate and correct.

Further, (I) (We) hereby affirm that _____ to the best of (My) (Our) knowledge, and belief meets the criteria and possesses those qualifications required of Tulsa Airports Improvement Trust for the Management and Operation of The Airport Parking System at Tulsa International Airport.

- a. If proposer is a Corporation, a duly authorized officer must sign here:

Corporate Name

BY: _____
Chairman

ATTEST:

BY: _____

- b. If proposer is a Limited Liability Company, the duly authorized managing member must sign here:

Limited Liability Company Name

BY: _____
Managing Member

ATTEST:

BY: _____

- c. If proposer is a PARTNERSHIP OR JOINT VENTURE, at least two (2) Partners or each of the Joint Ventures must sign here:

Partnership or Joint Venture Name

BY: _____
Member of Partnership or Joint Venture

BY: _____
Member of Partnership or Joint Venture

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn before me this _____ day of _____,
2014.

Notary Public

My Commission Expires: _____

VIII. PROPOSED MANAGEMENT FEE FORM

As compensation, TAIT shall pay to the contractor, a management fee for each year of the contract, computed and paid on a monthly basis, for administration of the parking operation, excluding direct expense of the operation which shall be reimbursed by TAIT, the amounts set forth below by the Proposer:

FIRST YEAR	_____	(\$_____)
	(words)	(numbers)
SECOND YEAR	_____	(\$_____)
	(words)	(numbers)
THIRD YEAR	_____	(\$_____)
	(words)	(numbers)
FOURTH YEAR	_____	(\$_____)
	(words)	(numbers)
FIFTH YEAR	_____	(\$_____)
	(words)	(numbers)
TOTAL	_____	(\$_____)
	(words)	(numbers)
SIXTH YEAR	_____	(\$_____)
	(words)	(numbers)
SEVENTH YEAR	_____	(\$_____)
	(words)	(numbers)
EIGHTH YEAR	_____	(\$_____)
	(words)	(numbers)
NINTH YEAR	_____	(\$_____)
	(words)	(numbers)
TENTH YEAR	_____	(\$_____)
	(words)	(numbers)
TOTAL	_____	(\$_____)
	(words)	(numbers)

IX. PROPOSAL BOND FORM

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 ("TAIT"), as Oblige, in the sum of Five Thousand and 00/100 Dollars (\$5,000.00) in lawful money of the United States of America, for the payment of which sum, will and truly to be made, said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of this obligation is such that, if the Oblige, TAIT, shall make an award to the Principal of the Management and Operating Agreement for:

AIRPORT PARKING SYSTEM
TULSA INTERNATIONAL AIRPORT

according to the terms of the proposal made by the Principal therefore, and the Principal shall duly make and enter into a management and operating agreement with the Oblige in accordance with the terms of said proposal and award and shall give bonds for the faithful performance thereof, with Surety or Sureties approved by the Oblige; or if the Principal shall in case of its failure to do so, pay to the Oblige the sum hereof as liquidated damages which the Oblige shall 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 an remain in full force and effect.

IN WITNESS WHEREOF, we have executed this proposal Bond this _____ day of _____, 2024.

Principal

BY: _____

ATTEST:

Corporate Secretary

Surety

BY: _____

EXHIBIT A - PREMISES

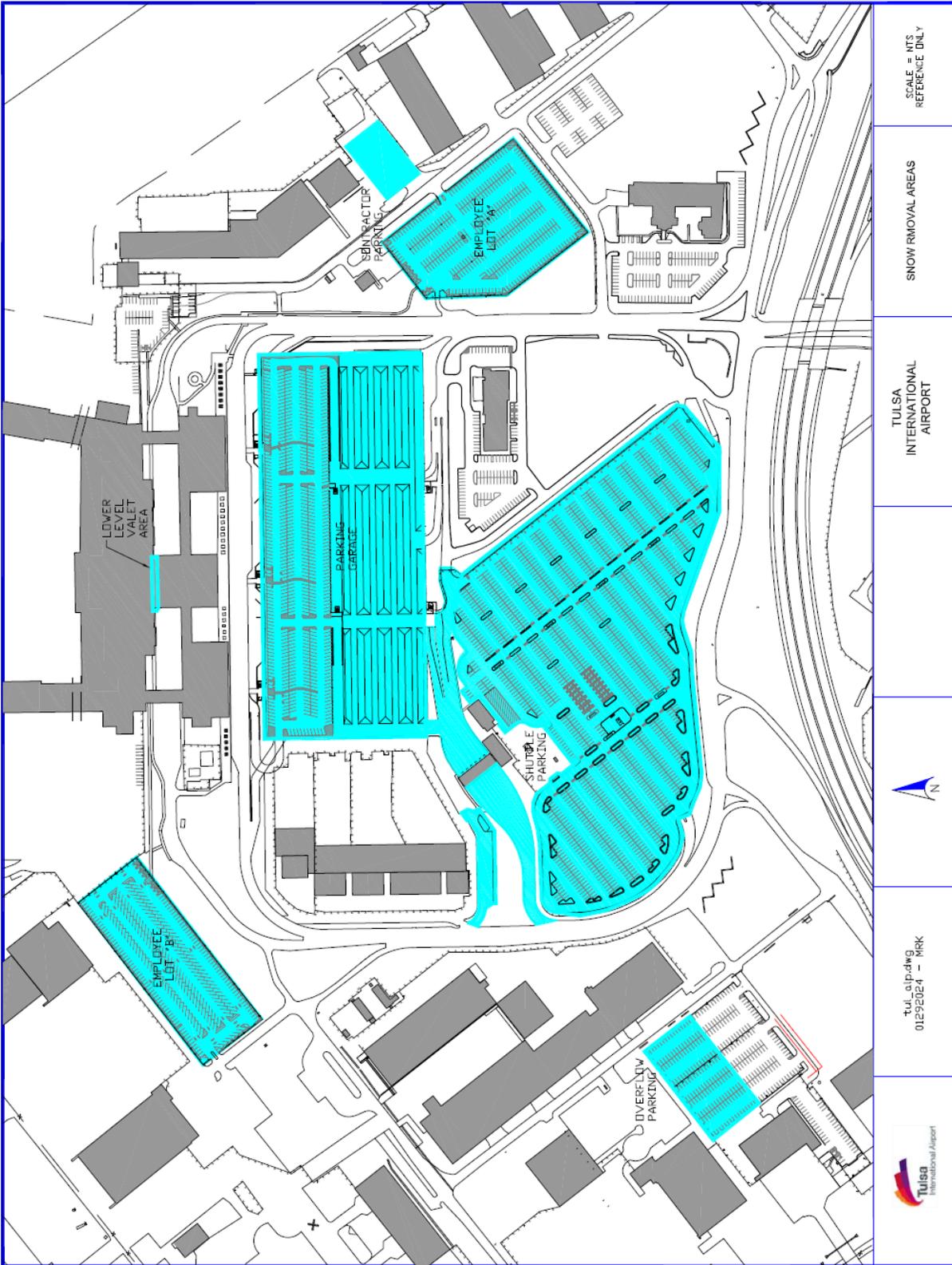


Exhibit B

Parking Operator– Tulsa International Airport Inclement Weather Plan

This plan is designed to offer operational guidelines and preventative care to be implemented during freezing inclement weather such as wintery mix, freeze warning, and others.

1. For precautionary reasons the **Helical Ramp** must be closed at the first sign of freezing temperatures while precipitation is present and on pavement, pre-treated, and inspected regularly.
2. All garage parking stairs (identified by the arrows in the map) must be regularly inspected and pre-treated with liquid deicing fluid in accordance with the treatment provider. Liquid Deicer can be applied with the back-pack sprayer. The fluid is water soluble and can only be applied during dry conditions. Chemical deicer granules must be used during wet conditions or as recommended by the manufacturer.
3. All pedestrians' areas and walkways must be treated in the same manner as the stairs, and also inspected regularly. **As long as freezing conditions are present and with the presence of precipitation or moisture, these pedestrian areas must be re-treated.** This includes the hatched pedestrians' crosswalks, and area immediately outside the elevator landings.
4. All puddles, and or areas known to puddle in the garage, must be pre-treated.
5. The Airport furnished plow truck is fitted with a sprayer for Liquid Deicer to be applied to ramps, and drive lanes **including the third-floor membrane.**
 - a. **Under no circumstances can the plow be used on the third-floor garage membrane.**
6. Should the liquid deicer run low , in the 150-gallon drum or the backpack, the airport's snow desk should be contacted at 918-838-5082 so that more can be ordered in advance.
7. The Plow Truck equipped with the sander, must be driven to the airport's north side sand house so sand can be loaded into the truck before the storm. The sand must always remain dry, both while in storage and during the application. A tarp must cover the bed of the truck when driven in wet conditions to prevent clogging from wet sand.
8. The plow trucks, skid steer and all equipment necessary to perform the tasks above must be inspected regularly, to ensure that it is in peak operational condition, before any storms or freezing temperatures
9. Be aware of your surroundings, road conditions, slippery spots, and other potential hazards in the garages, parking lots, or roads and if necessary, please report all concerns to the **Airport Maintenance Hotline by dialing 5082.**

EXHIBIT C- SNOW AND ICE REMOVAL AREAS

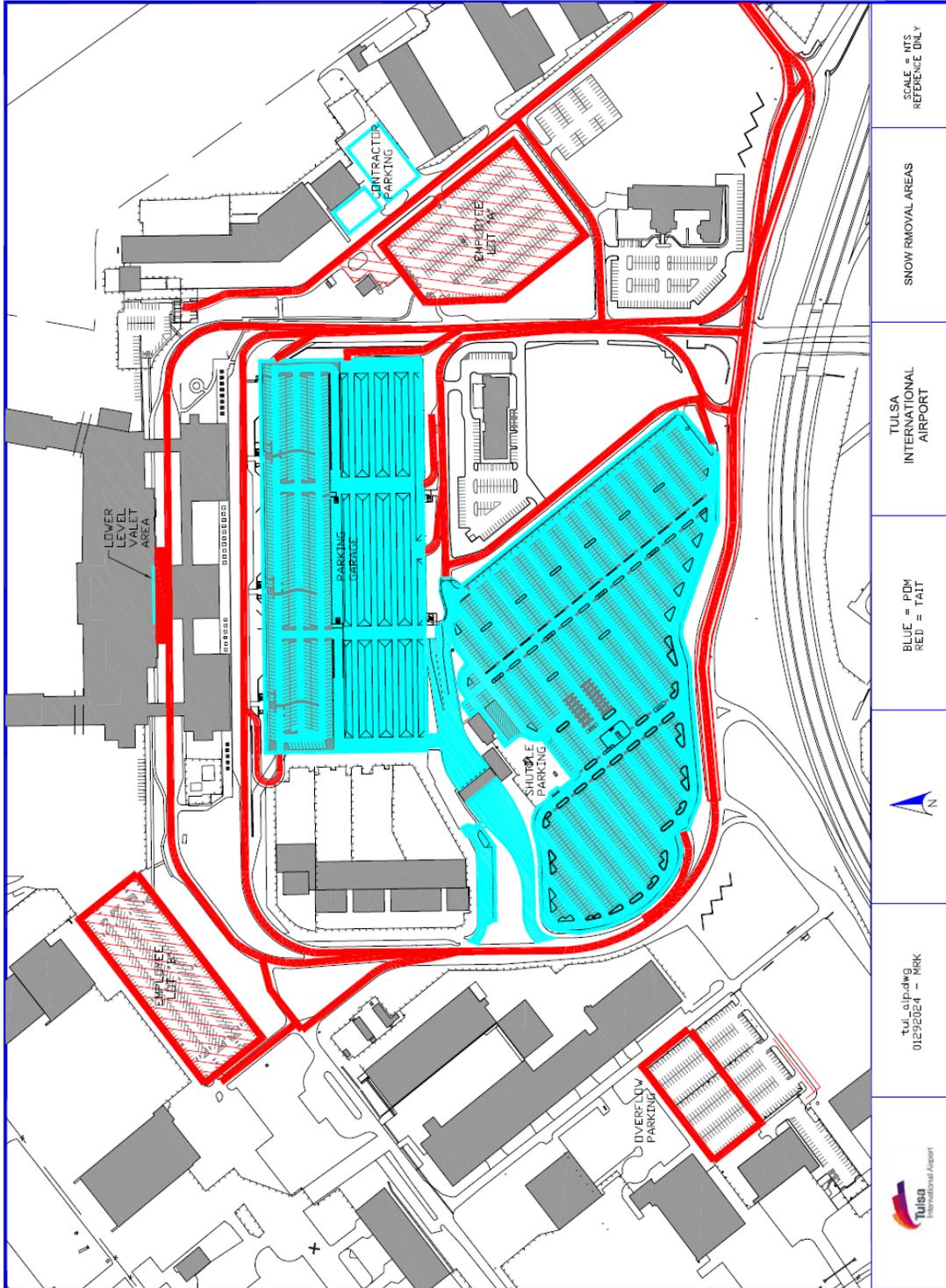


Exhibit D

Tulsa Airports Improvement Trust Parking Activity

	Curbside Valet			Garage			Shuttle Lot			Total		
	Revenue	Tickets	\$\$/Tkt	Revenue	Tickets	\$\$/Tkt	Revenue	Tickets	\$\$/Tkt	Revenue	Tickets	\$\$/Tkt
Jan-21	-	-	-	231,593	10,137	23	100,796	2,944	34	332,389	13,081	25
Feb-21	-	-	-	244,280	8,542	29	74,396	2,479	30	318,676	11,021	29
Mar-21	-	-	-	406,363	15,766	26	149,883	4,678	32	556,246	20,444	27
Apr-21	-	-	-	380,024	16,120	24	128,862	4,441	29	508,886	20,561	25
May-21	-	-	-	506,688	21,527	24	174,147	5,675	31	680,835	27,202	25
Jun-21	-	-	-	616,520	26,204	24	198,149	6,564	30	814,669	32,768	25
Jul-21	-	-	-	662,023	27,949	24	240,871	7,573	32	902,894	35,522	25
Aug-21	13,621	245	56	602,896	24,557	25	209,030	6,698	31	825,547	31,500	26
Sep-21	34,197	417	82	535,492	21,174	25	178,869	5,983	30	748,558	27,574	27
Oct-21	40,377	557	72	617,031	23,908	26	186,413	6,140	30	843,821	30,605	28
Nov-21	44,867	575	78	557,018	22,833	24	190,970	5,951	32	792,855	29,359	27
Dec-21	38,572	544	71	497,512	23,828	21	176,240	5,773	31	712,324	30,145	24
Jan-22	40,056	528	76	453,523	18,620	24	158,121	4,610	34	651,700	23,758	27
Feb-22	42,009	552	76	476,564	17,635	27	131,416	4,396	30	649,989	22,583	29
Mar-22	62,289	781	80	651,656	24,688	26	213,163	6,484	33	927,108	31,953	29
Apr-22	54,541	756	72	638,482	25,253	25	185,738	6,177	30	878,761	32,186	27
May-22	63,846	848	75	708,801	27,807	25	210,154	6,914	30	982,801	35,569	28
Jun-22	69,618	881	79	756,922	32,307	23	224,421	8,033	28	1,050,961	41,221	25
Jul-22	78,169	840	93	896,538	31,403	29	257,259	7,890	33	1,231,966	40,133	31
Aug-22	76,194	870	88	817,945	28,426	29	251,192	7,378	34	1,145,331	36,674	31
Sep-22	76,394	909	84	822,651	26,914	31	257,231	7,683	33	1,156,276	35,506	33
Oct-22	91,010	1,076	85	869,492	28,862	30	286,400	8,514	34	1,246,902	38,452	32
Nov-22	74,866	870	86	728,317	25,983	28	242,296	6,984	35	1,045,479	33,837	31
Dec-22	67,437	814	83	591,003	26,570	22	180,907	6,549	28	839,347	33,933	25
Jan-23	71,458	835	86	638,076	22,088	29	202,084	5,654	36	911,618	28,577	32
Feb-23	75,755	890	85	692,350	21,773	32	180,048	5,520	33	948,153	28,183	34
Mar-23	98,627	1,100	90	844,897	27,454	31	270,142	7,699	35	1,213,666	36,253	33
Apr-23	82,113	1,046	79	761,491	25,652	30	209,165	6,594	32	1,052,769	33,292	32
May-23	91,444	1,113	82	826,986	29,730	28	242,149	7,487	32	1,160,579	38,330	30
Jun-23	96,154	1,074	90	895,879	30,953	29	252,134	7,715	33	1,244,167	39,742	31
Jul-23	101,361	1,113	91	901,284	31,319	29	255,688	7,815	33	1,258,333	40,247	31
Aug-23	93,310	1,091	86	848,584	28,784	29	225,890	6,904	33	1,167,784	36,779	32
Sep-23	91,658	1,083	85	837,660	27,238	31	254,361	7,633	33	1,183,679	35,954	33
Oct-23	102,467	1,233	83	941,323	30,918	30	274,858	8,328	33	1,318,648	40,479	33
Nov-23	87,169	1,006	87	742,654	26,263	28	245,103	7,064	35	1,074,926	34,333	31
Dec-23	82,373	999	82	661,480	26,086	25	212,832	6,401	33	956,685	33,486	29

Exhibit E

DRAFT

Management and Operating Agreement For Operation of Airport Parking System F24-000

Tulsa International Airport

By and Between

Tulsa Airports Improvement Trust
a public trust organized under the laws of the State of Oklahoma
“TAIT”

And

PARKING ENTITY
CORPORATE DESCRIPTION
“PARKING OPERATOR”

**MANAGEMENT AND OPERATING AGREEMENT FOR
AIRPORT PARKING SYSTEM
by and between
TULSA AIRPORTS IMPROVEMENT TRUST
and
PARKING ENTITY**

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SUMMARY OF OPERATING AGREEMENT PROVISIONS

TAIT CONTRACT NUMBER: F24-000		
1.	TAIT Address <i>For Courier or Notice Delivery</i>	Tulsa Airports Improvement Trust 7777 Airport Drive, Suite A217 Tulsa, Oklahoma 74115 Fax: 918-838-5199 For Notice Only: notice@tulsaairports.com Or: P.O. Box 581838 Tulsa, OK 74158-1838
	TAIT Payments ONLY:	Tulsa Airports Improvement Trust Department 598 Tulsa, Oklahoma 74182
2.	Operator Address/Contact	Parking Entity
3.	Term of Agreement	_____
	a. Effective Date	_____
	b. Termination Date	_____
	c. Term Renewal Options	_____
4.	Premises	Tulsa International Airport – also see Exhibit A
5.	Scope of Agreement	Management and Opertation of TAIT Parking Facilities
6.	Fees to _____	

MANAGEMENT AND OPERATING AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2024 to be effective _____, by and between the Tulsa Airports Improvement Trust a public trust organized under the laws of the State of Oklahoma ("TAIT"), and **Parking Entity** ("Operator").

Recitals

1. The City leases the Airports to the Tulsa Airports Improvement Trust ("TAIT") pursuant to the terms of an Amended and Restated Lease Agreement between the City of Tulsa, Oklahoma and TAIT, effective as of January 1, 2014, and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 15th day of January, 2014 Doc #2014003980, as further amended by Amendment Number One effective as of April 14, 2021, and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 28th day of April, 2021, Doc #2021047248, and as further amended by Amendment Number Two effective as of July 21, 2021 and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 22nd day of July 2021, Doc #2021085171.

2. Pursuant to the Trust Indenture for the Tulsa Airports Improvement Trust, Article IV, §4.2., the TAIT Trustees shall have and exercise exclusive management and control of the Trust properties for the use and benefit of the Beneficiary, which is the City of Tulsa.

3. TAIT operates the Airports pursuant to the Oklahoma Municipal Airports Act, Okla. Stat. tit. 3 §65.1, et seq., and TAIT's Bond Indenture.

4. TAIT developed a Request for Proposals, (said Request for Proposal with addendum(s) are hereinafter collectively referred to as the "RFP") for the management and operation of the Airport parking system at Tulsa International Airport and solicited qualified and experienced firms to submit proposals to TAIT. After review and evaluation of all proposals submitted to TAIT, the Operator was selected by the Trustees of TAIT as the best qualified manager. TAIT's RFP and Operator's proposal are incorporated herein by reference and made an integral part of this Agreement.

ARTICLE I - DEFINITIONS

1.01 Definitions. Throughout this Agreement, the following words shall have the following meanings, respectively, unless the context clearly shall indicate some other meaning:

"Agreement" means the contract for the Management and Operation of the Airport Parking System and the exhibits attached hereto, and includes the Notice to Bidders, Instructions to Bidders, Bid Proposal, any Affidavits and Bonds, executed pursuant to said Agreement or Bid Proposals, the Shuttle Bus Lease Agreement, the Operator Procedures Manual and the exhibits attached to any of the documents stated above.

Agreed Upon Procedures shall mean an engagement wherein an independent auditor is hired to issue a report of findings based on procedures performed to evaluate specific subject matter as a result of a need of the Parties, as further defined in the American Institute of Certified

Public Accountants (“AICPA”), *Statement of Standards for Attestation Agreements* AT §201, *Agreed-Upon Procedure Engagements* (formerly SSAE No. 10).

Airport means Tulsa International Airport or the designated portion of the Airport as the case may be.

Airports CEO (which for convenience, shall include the term airport management) shall mean the Airports Chief Executive Officer of the Tulsa Airports Improvement Trust or designated (in writing) representative.

Authority means the Tulsa Airport Authority, a charter agency of the City of Tulsa.

City means the City of Tulsa, Oklahoma, a municipal corporation.

Facilities means areas on the Airport property, as defined in §3.04 hereof and as set forth in the RFP, as the premises where the business of Operator may be conducted or as described in.

Facilities Manager means the individual employed by and directly responsible to the Operator, a full-time qualified and competent individual to manage, maintain and operate the Facilities.

Government Requirements mean all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings; including, but not limited to, all additions and amendments now in effect, or enacted in the future, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of either; TAIT; the Tulsa Airport Authority; the City of Tulsa, the State of Oklahoma, or other governmental entities authorized to enact rules, regulations, standards, or policies applicable to Operator’s use of the Airport and operation/utilization of the Premises and improvements made to the Premises. A list of pertinent FAA Governmental Requirements are attached hereto as Exhibit “B”

Gross Revenue shall mean all monies, paid or payable to the Operator by parking patrons for transactions made and for services rendered by the Operator in the operation of the Facilities, including, but not limited to, all parking fees imposed by TAIT the value of all discounted, validated and free parking granted by TAIT for parking of vehicles in and on the Facilities at all times and locations where the services are rendered, whether on a cash or credit basis. Excluded therefrom shall be monies paid directly to TAIT for (1) reserved parking spaces and areas, (2) rental car ready-return spaces, (3) reserved curb-side spaces and employee-commuter parking.

Net Revenue shall be defined as Gross Revenue less any taxes arising hereunder imposed by law directly paid by the Operator for TAIT to a taxing authority.

Operator, or Parking Operator means **Parking Entity**, selected by TAIT for management and operation of the Airport parking system.

Operator Procedures Manual means the document to be submitted by the Operator to describe the day-to-day details of the management and operation of the Airport Parking System.

Revenue Control System means the mechanical, electronic, and/or computerized equipment provided and owned by TAIT to control and record entrances and exits from the Facilities, including, but not limited to loop detectors, gate arms, ticket dispensers, fee computers, fee indicators, control lights, computerized data management systems, and any other management systems existing or to be established related thereto.

TAIT means the Tulsa Airports Improvement Trust, an Oklahoma public trust.

Term means the period of time that this Agreement shall be in effect as set forth in §2.01.

TSA shall mean the Transportation Security Administration of the United States Department of Homeland Security, or any department or agency succeeding to its jurisdiction or functions responsible for providing personnel and equipment to screen passengers, baggage and goods at the Airport and enforcing federal airport transportation security regulations.

1.02 Rules of Construction. Throughout this Agreement, unless the context clearly shall require otherwise:

- a. The singular includes the plural and vice versa.
- b. The words “and” and “or” shall be both conjunctive and disjunctive.
- c. The words “all” and “any” mean “any and all”.
- d. The word “including” means “including without limitation”.
- e. The word “he” or any other masculine pronoun includes any individual regardless of sex.
- f. Reference to any exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated by reference; and
- g. Reference to articles or sections respectively shall mean articles or sections of this Agreement.
- h. The words “must” or “will” or “shall” in this Agreement indicate mandatory requirements.
- i. Reference to any exhibits shall mean exhibits including any illustrations attached to this Agreement which shall be deemed incorporated by reference and made an integral part of this Agreement; and
- j. Reference to articles or sections respectively shall mean articles or sections of this Agreement.
- k. Whenever this Agreement calls for operational approval by TAIT, such approval shall be evidenced in writing of the Airports CEO.

ARTICLE II – TERM OF AGREEMENT

2.01 Term. The initial Term of this Agreement shall be for _____ with _____ options to extend the initial Term commencing on the ____ day of ____, 2024, and terminating at midnight on the ____ day _____, 20__.

2.02 Continuation Beyond Term. This Agreement may continue on a month-to-month basis, subject to the terms and conditions hereof, by the mutual written agreement of the parties upon the expiration of the Term.

2.03 Termination of Agreement. Except as otherwise expressly provided herein, at the expiration or sooner termination of the Term of this Agreement, or any extension thereof, the Operator's right to use the premises, facilities, rights, licenses, services and privileges herein granted, shall cease, and the Operator shall immediately discontinue all commercial operations of whatsoever nature on the Airport.

ARTICLE III – LICENSE AND USE OF AIRPORT AND FACILITIES

3.01 License. TAIT hereby grants to the Operator and the Operator hereby accepts from TAIT, during the Term or any extended Term of this Agreement, subject to the provisions and conditions therein set forth, a non-exclusive license to engage in its commercial operations for the purpose of performing the services described and required herein at the Airport.

3.02 Use of Designated Portions of the Airport. The Operator shall be entitled to use the "land side" (non-airport operations areas) of the Airport for all lawful purposes related to the services which the Operator shall perform under this Agreement. The Operator, its representatives, agents, invitees and licensees shall have the right of ingress and egress to and from the "land side" (non-airport operations area) of the Airport. TAIT reserves the right to close any means of ingress or egress, so long as other reasonable means of ingress and egress to the "land side" (non-airport operations area) of the Airport are available to the Operator.

3.03 Description of Privileges, Uses and Rights. TAIT hereby makes available to the Operator for management and operation:

- a. All paid public vehicle parking Facilities serving the Airport, as defined in Section 3.04 Description of Facilities, upon terms and conditions hereinafter set forth.
- b. The general use, in common with others, of all other public Airport facilities and improvements, including all necessary roadways, sidewalks, and/or other public facilities appurtenant to said Airport, not exclusively leased to or under the contractual control of others which are now or may hereafter be connected with or appurtenant to said Airport, to be necessarily used by Operator, its agents and employees, patrons and invitees, suppliers of service, furnishers of material, in connection with its operations hereunder.

Except as expressly set forth, nothing herein contained shall be construed to grant to Operator the right to use any space or area improved or unimproved which is exclusively leased to a third party, the aircraft operating areas of the Airport or any other area or premises which TAIT has not specifically granted herein.

3.04 Description of Facilities. The Facilities shall encompass the vehicle parking areas serving the main terminal, toll plazas, control devices, entrances, exits, offices and other improvements, including all three levels of the parking garage facility, surface shuttle parking lot, shuttle buses, valet facilities, and vehicle support facilities illustrated on Exhibit A, attached hereto and made a part hereof. The Description as stated herein may change in scope and configuration, therefore, TAIT reserves the right at any time it deems necessary, to alter or change the Facilities, or the Operator's scope of responsibility therefor.

3.05 Privileges, Uses and Rights for Additional Facilities. The rights granted hereunder are limited to the development, maintenance, and operation of the public vehicle parking and related Facilities pursuant to the terms of this Agreement, and nothing contained herein shall be construed to give Operator any rights in any future expansion, renovation, or relocation of the Airport parking system, or its Facilities; provided, however, TAIT and Operator agree that TAIT may designate such additional public vehicle parking or other facilities as it deems appropriate and as a part of the Airport Parking Facilities to be part of the Facilities in accord with §4.11 hereof.

3.06 No Joint Venture or Partnership. This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between TAIT and Operator; (b) to give TAIT any interest in the business of Operator; or (c) to grant to Operator any powers as an agent or representative of TAIT, the Authority or the City for any purpose or to bind TAIT, the Authority or City.

3.07 Avigation Easement, Waiver and Release. TAIT reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with applicable standards or Governmental Requirements, together with the right to prevent Operator or any other person from erecting or permitting to be erected, any antenna, equipment, building or other facility or structure on the Airport which would conflict with such standards and Governmental Requirements. TAIT also reserves for itself, Authority and City, and their lessees and licensees, an avigation easement in, over and across the airspace above the Facility and the unrestricted right to subject the Facility to such Airport noise, vibrations, fumes, dust particles and other effects as may result from the flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities.

OPERATOR SHALL WAIVE, REMISE AND RELEASE ANY RIGHT OR CAUSE OF ACTION WHICH OPERATOR MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST TAIT, AUTHORITY OR CITY ON ACCOUNT OF OR ARISING OUT OF NOISE, VIBRATIONS, FUMES, DUST, FUEL, PARTICLES AND OTHER EFFECTS THAT MAY BE CAUSED OR MAY HAVE BEEN CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT OR ON THE AIRPORT OR IN AND NEAR THE AIRSPACE ABOVE THE FACILITIES.

Operator shall (a) not use, permit or suffer the use of the Facility in such a manner as to create electrical interferences with radio communication to or from any aircraft or between any airport installation and any aircraft, or as to make it difficult for aircraft pilots to distinguish between airport lights or as to impair visibility in the vicinity of the Airport, or to otherwise endanger the landing, taking off or maneuvering of aircraft; (b) not permit the construction of any facility or improvement which would interfere with the safe operation of aircraft in the airspace above the Facility and at the Airport; and (c) not cause or permit any change in authorized land use hereunder that will reduce the effectiveness of the noise compatibility program measures upon which Federal funds have been expended.

ARTICLE IV – REVENUE AND ACCOUNTING

4.01 Management Fee. The Operator shall be compensated by TAIT during the initial Term of the Agreement and any extended Term thereof at the fixed annual management fee as follows:

Year	Term	Management Fee

The annual management fee as herein above set forth to be paid to the Operator shall be paid monthly as a budgeted operating expense to be included in the “Expense Invoice” as described in paragraph 4.02 hereof.

4.02 Operating Expenses. All budgeted operating expenses incurred by Operator in the operation of the Facilities, which are specifically approved by TAIT in writing, shall be reimbursed by TAIT to Operator within ten (10) days from receipt by TAIT of a monthly “Expense Invoice” from the Operator, certified by the Facility Manager, and acceptable to TAIT. Expense invoices for other than payroll and payroll related expenses must be accompanied and supported by copies of vendor invoices. Expenses are reimbursed at Operator’s cost.

Airport management has the right to use such methods as they deem necessary and appropriate to verify amounts claimed on Expense Invoices.

4.03 General. Monies payable by Operator to TAIT shall include and reflect adjustments for any and all cashier shortages, overages, undercharges, and uncollected parking fees. Any such shortages, undercharges, and uncollected fees shall be included in Gross Revenues and shall be payable to TAIT. Dishonored checks, uncollectible or uncollected fees and credit card charges, and other bad debts shall not be included in Gross Revenues, provided that such transactions were processed utilizing procedures accepted and approved by TAIT. Monies which might be otherwise due from stolen vehicles or vehicles abandoned in the Facilities shall not be included in Gross Revenues, except to the extent monies are actually collected.

Operator shall be required to accept a minimum of two (2) major credit cards and other cash and or bank debit cards for payment of any customer charges. Operator may accept personal checks at its discretion, as well as credit cards, debit cards for payment under such terms and conditions as may be approved by TAIT for handling such payments.

4.04 Deposits. As soon as practical, but no later than the next banking day following receipt of any Gross Revenues hereunder, the Operator shall deposit said Gross Revenues in an account of and to the credit of TAIT, without regard to any adjustments that may ultimately be made, in such bank or other depository as TAIT shall approve. Said deposits shall be made utilizing an approved delivery company which employs such agents engaged in the business of picking up and delivering of such monies, and within a reasonable time following such deposit, the Operator shall deliver or have delivered to TAIT the duplicate deposit slip properly certified by a cashier or officer of the bank, covering such deposit. The Operator shall on weekends, holidays, or nights, cause to have deposited Gross Revenues in a TAIT-designated night deposit vault, unless otherwise authorized in writing by TAIT. It shall be considered that

TAIT has come into possession of the Gross Revenues only when TAIT has received the certified duplicate deposit slip.

4.05 Reports. Operator shall provide TAIT, in a form and detail satisfactory to Airport management, Standard Financial Reports on accrual basis, including but not limited to:

Standard Financial Reports: Accrual Basis

- Financial Statements
- Balance Sheet
- Income Statement
 - Consolidated and Itemized by Parking Product
 - Parking Garage
 - Valet Parking
 - Shuttle Surface Parking Lot
 - Current Month and YTD Actual vs. Budget
 - Current Month and YTD Actual vs. Prior Year
 - Annual Trend
- Variance Analysis Summary
- Revenue Reports
 - Transient and Events
- AR Reports – with progress notes on collections
- Check Payment Register
- Copies of Checks and Invoices
- Cashier’s Daily Shift Reports
- Daily Shift Reconciliation
- Daily report of Gross Revenues, overnight vehicle count, and ticket reconciliation in accordance with the approved procedure.
- Monthly performance and activity and Gross Revenues summaries and certifications, to be reconciled to daily reports.
- Monthly abandoned vehicle reports showing vehicle tag, registration, days parked and monies owed.
- Monthly duration of stay report
- Monthly ticket validation report
- Bank Reconciliation and Bank Statement
- Payroll Summary and ADP Detail
- General Ledger (typically P&L only)
- Tax Related Schedules, Sales Tax
- Incentive Fee Calculation, if applicable

Standard Accounting Services Parking Operator

- Monthly Accounting and Report Preparation
- Accrual (Monthly Revenue)
- Variance Analysis (prepared by field)
- Revenue and Bank Reconciliation
- Applicable Tax Filing and Tax Payment
- Distribution Payment (Check, ACH or Wire)

- Expenses/Shortfall Invoice
- Internet/Online Portal

4.06 Accounting Records. Operator shall keep, throughout the Term or any extended Term of this Agreement, all books, records and computer data of accounts customarily used in this type of operation, as from time to time may be required by Airport management, in accordance with Generally Accepted (Governmental) Accounting Principles (GAAP). Such books of accounts and records and data shall be retained and available for such period of time as provided herein unless otherwise approved in writing by Airport management. TAIT, at all times, throughout the Term of this Agreement or any extension thereof and for up to three (3) years following termination, shall have the right to audit and examine during normal business hours all such records and books of account relating to the Operator's obligations and business hereunder, provided that the Operator shall not be required to retain such books of account and records for more than three (3) years after the end of each year of this Agreement. If the books of account and records are kept at locations other than at the Airport, Operator shall arrange for them to be brought to a location convenient to the auditors for TAIT in order for TAIT to conduct the audits and inspections as set forth in this Article.

4.07 Audit Requirements. At the close of each fiscal year, TAIT will engage Independent Auditors to perform Agreed Upon Procedures to provide assurances satisfactory to the Airport that Parking revenues and expenses have been properly accounted for and reported, along with the assurances that Operator is in substantial compliance with all provisions of this Management and Operating Agreement. Operator agrees to cooperate with the Independent Auditors and to provide timely responses to their requests for information.

4.08 Budget. Unless otherwise previously approved by TAIT, within thirty (30) days from the commencement date of this Agreement, Operator shall prepare and submit to TAIT for review and approval an annual operating budget on forms approved by Airport management listing all anticipated reimbursable costs, including types, quantities and estimated costs required through the following year. Thereafter, annually, Operator shall submit a new annual operating budget for review and approval by TAIT. The approved annual operating budget may be increased or decreased by TAIT from time to time, but only if and to the extent that TAIT, in its reasonable discretion, deems such revisions necessary and appropriate under this Agreement. All approvals or revisions of said budget by TAIT shall be set forth in writing and shall thereafter be binding upon Operator.

The cost of insurance, specifically required pursuant to this Agreement and any expense for deductible loss sustained by the Operator where such insurance includes a deductible limit approved by TAIT, are reimbursable if the required insurance provided by the Operator is acceptable to TAIT. TAIT shall approve or disapprove all or portions of the categories of expenses or individual items contained in the budget. Only expenses and categories of expenses approved by TAIT and in the amount approved by TAIT may be reimbursed to the Operator by TAIT. All employees of the Operator shall be paid at rates equal to those established in the budget approved by TAIT. Operator shall not be reimbursed by TAIT for any legal or other service fees, costs or expenses with respect to employee relations matters applicable to employees of the Operator.

Operator shall submit with the annual operating budget a resume (for informational purposes) of all its management employees to Airport management. The Operator shall verify past employment of all

employees hired during the Term or any extended Term of this Agreement and shall submit said verification if so requested by Airport management.

TAIT may, from time to time throughout the Term or any extended Term of this Agreement, directly provide reimbursable goods or services which are included in the budget or which have previously been approved by TAIT or Airport management as the case may be, in writing and which TAIT or Airport management determined would be best provided for by TAIT.

Notwithstanding the foregoing, unless Operator is notified in writing by Airport management that the operating expense associated with the purchase of certain goods or performance of services will not be approved or incurred by TAIT, all operating expenses shall be reimbursed by TAIT to Operator at Operator's cost, in accordance with §4.02.

4.09 Record Storage. All source records of Gross Revenues, which shall include, but not be limited to: parking tickets, fee computer tapes, shift reports, master reports, daily revenue reports, storage discs, whether computer generated or manually generated, shall be kept at all times within the City of Tulsa. These records shall be maintained by the Operator until the annual report required above is delivered to and accepted by TAIT, at which time they shall be delivered to TAIT for further disposition. TAIT shall provide and maintain such storage facilities as necessary to facilitate the storage of the above records and shall provide reasonable access to such facilities. All databases for such purpose will be maintained by the Operator who shall assure that adequate hard copies and data backups are completed on a routine basis. Data backups should be stored in a secure place on an approved media for such storage for such period of time as requested by TAIT.

4.10 Commodities and Equipment. TAIT shall provide all commodities and equipment authorized as part of the budget, with title to same being vested in TAIT upon delivery or installation at the Facilities.

TAIT shall review the need for additional equipment which may be requested from time to time by the Operator, or which may be deemed necessary by TAIT, in order to meet the demands of new technologies or in order to provide more effective and efficient service due to revised operating procedures. Purchase of such requested equipment shall be at the sole discretion of TAIT. Any such equipment approved for purchase by TAIT shall be purchased by TAIT and shall be included in the Operator's operating budget as approved by TAIT.

4.11 Other Facilities. TAIT shall have the right to require the Operator to manage any additional Airport parking facilities not contemplated at the time of execution of this Agreement, in which event, all costs of operation for such service, including transportation services, shall be reimbursable and all revenues therefrom shall be deemed to be and included in Gross Revenues.

4.12 Airport Improvements. TAIT reserves the right to further develop, improve, rehabilitate, repair, reconstruct, alter and expand the Airport, the Airport parking system and all roadways, parking areas, and terminal facilities, as it may reasonably see fit, free from any and all liability to Operator for loss of business or damages of any nature whatsoever to Operator occasioned during making of or resulting from such improvements, repairs, alterations, reconstructions and additions to the Airport.

ARTICLE V – OBLIGATIONS OF TAIT

5.01 Maintenance Responsibility and Utilities. Unless otherwise agreed to by Operator, TAIT shall maintain the Facilities used by the Operator in good and adequate condition for their intended use, including the roofs and exteriors of all buildings, such as toll booths, shuttle bus garage and offices, and connecting structures, fencing, structural concrete, asphalt paving, sidewalks, signs, interior and exterior lighting, landscaping, and air conditioning systems. TAIT shall maintain or cause to be maintained via a maintenance agreement on the Revenue Control System. TAIT shall provide and pay for all utilities.

ARTICLE VI – OBLIGATIONS OF OPERATOR

6.01 General. Operator shall furnish all labor, supervision, uniforms, materials and supplies necessary to operate TAIT's public parking facilities in a first-class manner and to insure that prompt, courteous and efficient service is provided to all users thereof. Operator shall provide TAIT with an annual budget as set forth in §4.08 and shall pay from Operator's own operating funds, and within the approved operating budget for later reimbursement, all necessary expenses incurred in the operation of TAIT's public parking Facilities.

6.02 Operator Procedures Manual. Within thirty (30) days from the commencement date of this Agreement, Operator shall prepare and submit to Airport management for review and approval a Procedures Manual including all procedures to be followed by Operator's personnel relating to control of revenue and expenses; employee standards of conduct, courtesy, appearance and disciplinary guidelines; maintenance of Facilities, vehicles and equipment, and operation of vehicles; and other matters as the Operator considers prudent or TAIT may require. The Procedures Manual shall be updated and/or amended at such time as changes in the operation occur. Upon approval of said Procedures Manual by Airport management and publication by Operator, all rights to future reuse and republication of same shall vest in TAIT.

6.03 Charges. Except as may otherwise be specifically authorized in writing by TAIT or Airport management on its behalf, Operator shall charge all users of the Facilities the fees or rates for such use established by TAIT pursuant to TAIT's internal procedures. TAIT shall have the right to amend or otherwise change the rate schedule at any time during the Term or any extended Term of this Agreement. If the Operator charges any amount in excess of the established rate, the amount by which the amount charged differs from the established rate shall constitute an overcharge, which shall be refunded to the customer, if possible. If not refunded, the overcharge shall be included in Gross Revenues. If the Operator or its employees charge any amount which is less than the established rates, the amount by which the amount charged differs from the established rate shall constitute an undercharge and in accordance with the Procedures Manual, an amount equal thereto shall be paid to TAIT and be included in Gross Revenues. The Operator shall provide for the periodic, regular recalculation of manually read or exception tickets for such periods of time as TAIT may require.

6.04 Maintenance and Repair. The Operator shall be responsible for keeping the Facilities, including all parking areas, the entrance and exit areas, exit toll booths, revenue control offices and rest rooms in or immediately adjacent to the Facilities in a neat and clean condition at all times and repainting of all pavement markings and line-striping of the parking Facility, except those areas specifically maintained or cleaned by TAIT.

The Operator, in conjunction and coordination with TAIT, shall be responsible for the necessary snow removal, sanding and ice control of the Airport parking system during the cold weather seasons (including daily freeze-thaw cycles). As outlined in Exhibit "B", TAIT will be responsible for all areas outlined in red, from the terminal building, terminal road (Airport Drive), up to and including all pedestrian landings attached to the garage on all three floors including elevators and staircases. On pedestrian landings, the dividing line between TAIT responsibility and Operator responsibility will be the expansion joint between the landing and the garage. Parking Operator Manager will be responsible for all areas designated blue in Exhibit "B" from the garage threshold and all walking and driving areas as well as internal ramps and staircases. On the first floor of the garage TAIT will maintain walk areas and landings outside of the pedestrian tunnels. TAIT is responsible for all external ramps leading into the garage. Parking Operator Manager is not responsible for areas rented by rental car companies. At the first sign of freezing Parking Operator will close the helical ramp and notify building maintenance that it has done so. Parking Operator Manager is responsible for snow and ice removal of the shuttle lot drive lanes and walking areas including the shuttle stop buildings, toll road, and toll plaza. Parking Operator Manager is also responsible for snow and ice removal of all entry areas of the valet storage facilities.

The Operator shall be responsible for operation of the Facilities in accordance with the Procedures Manual. The Operator shall conduct daily safety, cleanliness and functional inspections (daytime and nighttime) of the Facilities. Written reports of the inspections shall be submitted as needed to TAIT and shall indicate the condition of lighting, general appearance, potential safety hazards, fire equipment, graffiti, cleanliness and any other items which may be requested by TAIT. The Operator shall notify TAIT in writing of any areas requiring immediate maintenance and/or repair upon discovery of such items.

The parking equipment and Revenue Control System shall be inspected daily. At least quarterly, Operator shall conduct a facility structural inspection and submit a written report thereof to TAIT. Operator shall be responsible for contacting the service vendor for the maintenance and repair of the Revenue Control System (in accordance with the Owner's Maintenance Agreement with the vendor).

6.05 Personnel

a. The management, maintenance and operation of the Facilities shall at all times be under the supervision and direction of a full-time, qualified competent resident Facilities Manager who shall be subject to the direction and control of the Operator. Said Facilities Manager shall reside within thirty (30) minutes driving time from the Airport and shall be reasonably available at all times. Prior to the commencement of this Agreement, TAIT or Airport management on its behalf, shall review the qualifications of the candidate for Facilities Manager and notify Operator if he/she is acceptable. The Facilities Manager shall not have responsibility for managing any parking facilities other than the Airport parking system.

b. Operator shall provide ten (10) days advance written notice to TAIT or Airport management on its behalf of any intended change in its Facilities Manager and shall include any change of address, pager or telephone number. Prior to any change, TAIT or Airport management on its behalf shall review the qualifications of the candidate for Facilities Manager and notify the Operator if he/she is acceptable.

c. Operator shall employ an adequate number of competently trained employees so as to properly conduct the operation of the Facilities; sufficient staff shall be provided to

operate and manage the Airport parking system in a first-class manner to meet all reasonable demands of the public and to prevent existing patrons from waiting in line for a period in excess of four (4) minutes. There will never be less than two (2) lanes operating in the toll plaza except between the hours of 12:30 a.m. and 5:00 a.m. There shall be a working supervisor on all shifts. The Operator shall make every reasonable effort to schedule employees so as to minimize or avoid the payment of overtime, recognizing, however, that the intent of this Agreement is to provide a high level of service to the users of the Facilities. TAIT shall have the right, by written notification to the Operator, to increase or decrease the number of employees required to be utilized by Operator on each shift, or the number of shifts required per day to change the hours of each shift.

d. Operator shall employ at least one (1) employee trained in the normal use and operation and functions of the Revenue Control System supplied by TAIT. Operator shall employ personnel to accurately enter and update all computer database functions, including but not limited to, vehicle inventory, ingress and egress of vehicles, toll plaza revenues, time functions and ticket inventories.

e. Operator shall employ a sufficient number of employees trained and assigned to operate shuttle buses (or the special purpose van as needed) in order to operate a fixed route shuttle bus system with no more than a three (3) minute wait at any shuttle stop or the airline passenger terminal. There shall never be less than four (4) buses operating at any time except between the hours of 12:30 a.m. and 5:00 a.m., when at least one (1) bus shall operate. Shuttle bus drivers shall be required to have a valid Commercial Driver's License (CDL). Operator shall have or implement a Drug Testing Policy as described in Department of Transportation (DOT) regulations. (These regulations appear at 49 CFR Parts 40, 199, 382 and 391). A copy of Operator's Drug Testing policy shall be provided to the Airport CEO for approval prior to the commencement date of the Agreement.

f. Operator shall employ a sufficient number of employees trained and assigned to valet services in order to operate the system with no more than a three (3) minute wait at any point upon drop-off at the designated valet booth. Valet drivers shall be required to hold a valid driver's license. Operator shall have or implement a Drug Testing Policy as described in Department of Transportation (DOT) regulations. (These regulations appear at 49 CFR Parts 40, 199, 382 and 391). A copy of Operator's Drug Testing policy shall be provided to the Airport CEO for approval prior to the commencement date of the Agreement.

g. All employees, with the exception of the Facilities Manager and non-public contact office personnel shall be required to wear the appropriate uniform as approved by TAIT or Airport management on its behalf, at all times when on duty. Operator shall cause all of its employees to conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies set forth in the Operator's Procedures Manual.

h. Operator shall require all personnel to wear an identification badge at all times when on duty. Operator shall ensure at all times that the names of on-duty cashiers are placed on the exterior of the exit booths as to be visible to drivers of exiting vehicles.

i. Operator shall require employees to clock in or out within ten (10) minutes of the shift change time.

j. Employees of Operator shall be required to park their personal vehicles in designated areas as approved by TAIT.

k. Operator, its agents, employees or suppliers shall not block any areas used for ingress and egress by Airport traffic unless required in an emergency.

6.06 Operations.

a. Operator shall, on an around-the-clock basis, provide, operate and maintain the Facilities in a neat, clean and operable condition.

b. Operator shall be responsible for the towing, impounding, and removal of all vehicles considered abandoned in accordance with procedures set forth in the Operator's Procedures Manual.

c. Operator shall provide personnel and equipment necessary to air tires and jump-start vehicles in the Facilities and on the upper and lower Airline Terminal drives twenty-four (24) hours a day, seven (7) days per week.

d. Operator shall provide personnel to operate the shuttle buses and one (1) specially equipped shuttle bus (in the manner specified in the Procedures Manual) for those with mobility impairments and to perform light maintenance of shuttle buses and van (i.e., cleaning, oil changes, tires, fuel, etc.) to maintain a safe, expedient service.

e. Operator's personnel shall operate shuttle buses on a fixed route and will not deviate so as to maintain no more than three (3) minutes between pickup of customers. The drivers shall not solicit tips. Only bona fide customers are allowed on the shuttle buses, no guests, friends or family members of the driver.

f. Operator shall be responsible for coordinating with Airport Operations after the last scheduled flight of each day to ensure no delayed flights are still expected to arrive.

6.07 Consultation. TAIT or Airport management on its behalf, reserves the right to call upon the Operator for parking consulting services and advice with regard to the operation of the Facilities.

6.08 Complaints. Operator shall provide Airport management with copies of any and all written complaints received and the Operator's response thereto with regard to the operation of the Facilities.

6.09 Cleanliness of Premises. The Facilities and all equipment and materials used by Operator shall, at all times, be clean, sanitary and free from rubbish, refuse, garbage, dust, dirt, rodents, insects and other offensive or unclean materials.

6.10 Security. Operator acknowledges and accepts full responsibility for the security and protection of the Facilities assigned to it and any and all inventory, equipment and facilities now existing or hereafter placed on or installed in or upon the Facilities, and for the prevention of unauthorized access to its facilities. Operator fully understands that security protection provided by TAIT is limited to that

provided to any other business situated at the Airport and Operator expressly acknowledges that if it, in its sole discretion, deems it necessary or desirable to provide additional security measures for the protection of the Facilities and improvements constructed thereon, it shall be the sole responsibility of Operator and shall involve no cost to TAIT, unless otherwise agreed to by TAIT.

6.11 Airport Procedures and Regulations. Operator agrees to observe and abide by all procedures, rules and regulations promulgated from time to time by the federal, state and city government, Authority, TAIT or Airport management concerning security matters, parking, ingress and egress, and any other operational matters related to the operation of the Airport. This shall include, but not be limited to, Operator precluding its employees or agents, or its customers, invitees or licensees (while on the Airport property for the benefit of Operator) from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of TAIT, TSA or as required by 49 CFR §1542, et seq.

ARTICLE VII – SECURITY ASSURANCES

7.01 Performance Bond. Operator shall provide TAIT, applicable only to the Airport parking system, and shall keep in full force and effect throughout the entire Term or any extended Term thereof, a performance bond or other security assurance (“Security Assurance”) in a form acceptable to TAIT from a company that is qualified and licensed to do business in Oklahoma in the amount of \$250,000.00. The cost of said Security Assurance shall be reimbursable as part of the budget expense. TAIT may adjust the amount of the Security Assurance at any time in its sole discretion. In the event TAIT shall adjust the amount of the Security Assurance, Operator shall submit such adjusted Security Assurance within thirty (30) days of receipt of TAIT’s notice thereof. Said Security Assurance may be drawn upon by TAIT if Operator fails to perform a fiscal obligation or any other of its obligations under this Agreement. Operator’s failure to perform and maintain as current said Security Assurance shall constitute a default of this Agreement by Operator and shall be grounds for automatic termination of this Agreement.

7.02 Fidelity Bond. Operator agrees to provide and maintain a Crime or Fidelity Bond or other Security Assurance in an amount not less than \$1,000,000 for the Facilities Director, Manager and each employee handling or responsible for handling of any Gross Revenues. Said Crime or Fidelity Bond or Security Assurance shall be in a form acceptable to TAIT from a company that is qualified and licensed to do business in Oklahoma. The cost of such bonds or Security Assurances shall be reimbursable as part of the budget expense. TAIT may adjust this required minimum amount of the above-referenced bonds or Security Assurances at any time in its sole discretion.

ARTICLE VIII – INSURANCE, INDEMNIFICATION AND REGULATED SUBSTANCE COMPLIANCE AND INDEMNITY

Operator will maintain the following minimum amounts and types of insurance at all times during the Term or any extended Term of this Agreement, in amounts not less than those specified in this section. TAIT, during the Term or any extended Term of this Agreement, in its sole discretion, may increase the minimum amounts for the insurance required hereunder upon sixty (60) days written notice to Operator.

8.01 Minimum Limits of Insurance.

Operator will maintain the following insurance at all times during the term of this Agreement, in amounts not less than those specified:

- a. Commercial General Liability and Property Damage, in comprehensive form: Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, personal injury, property damage and premises/operations.
- b. Automobile Liability: Automobile Liability with a limit of no less than \$1,000,000 per occurrence including non-owned and hired automobile liability, medical payments (\$5,000 per person), uninsured motorists and underinsured motorists.
- c. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the laws of the State of Oklahoma and Employers Liability limits of One Hundred Thousand Dollars (\$100,000) per accident.
- d. Garage Keepers Legal Liability: Two Million Dollars (\$2,000,000) combined single limit.
- e. Umbrella Liability with a limit of \$5,000,000 per occurrence and \$5,000,000 in aggregate. This policy sits in excess Parking Operator's Employer's Liability, Commercial General Liability and Automobile Liability insurance policies.

8.02 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by TAIT. At the option of TAIT, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TAIT, Authority or the City, and their councilors, trustees, representatives, agents, contractors, employees or officers or (b) Operator shall procure a bond (or other security assurance acceptable to TAIT) guaranteeing payment of losses and related investigations, claims administration and defense expenses in an amount specified by TAIT.

8.03 Acceptability of Insurers. Insurance shall be placed with insurers that are qualified and licensed to do business in the State of Oklahoma.

8.04 Proof of Coverage. Concurrent with the execution of this Agreement, Operator shall provide proof of insurance coverage by providing a certificate of Operator's insurance coverage, a copy of the declarations page of the insurance policy, and a copy of all endorsements. The certificates of insurance and endorsements attached thereto shall provide that (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to TAIT, (b) the City, TAIT and the Authority and their councilors, trustees, agents, officers, servants and employees are named as additional insureds, (c) the policy shall be considered primary as regards any other insurance coverage TAIT may possess, including any self-insured retention or deductible TAIT may have, and any other insurance coverage TAIT or the Authority may possess shall be considered excess insurance only, (d) the limits of liability required therein are on an occurrence basis, and (e) the policy shall be endorsed with a severability of interest or cross-liability endorsement providing that the coverage shall act for each insured and each additional insured as though a separate policy had been written for

each insured or additional insured; however, nothing contained therein shall act to increase the limits of liability of the insurance company.

8.05 Change of Coverage or Cancellation. If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, within fifteen (15) days of receipt of notice, but in no event later than ten (10) days prior to the effective date of cancellation, change or reduction, Operator shall provide to TAIT a certificate showing that insurance coverage has been reinstated or provided through another insurance company in accordance with §8.03 hereof. Upon failure to provide such certificate, TAIT, without further notice and at its option, either (a) may exercise TAIT's rights as provided in the default provisions of this Agreement, or (b) procure insurance coverage at Operator's expense whereupon Operator promptly shall reimburse TAIT for such expense.

8.06 Indemnification. Operator shall indemnify, protect, defend, reimburse, indemnify and hold completely harmless TAIT, Authority, and City and their trustees, councilors, agents, representatives and employees at all times from and against any and all claims, liability, expenses, losses, costs, fines, judgments, including all reasonable costs for investigation and defense thereof (including attorney's fees, court costs and expert fees) and damages and causes of action of every kind and character by reason of any damage to property or bodily injury (including death) incurred or sustained by any third party, or any governmental agency, arising out of or incident to or in connection with Operator's performance under this Agreement, Operator's acts, omissions or operations hereunder, or the performance, nonperformance or purported performance of the Operator or any breach of the terms or provisions of this Agreement; provided, however, the Operator shall not be responsible to TAIT for damages resulting out of bodily injury or damages to property which Operator can establish as being attributable to the sole negligence of TAIT, Authority or City. Operator recognizes the broad nature of this indemnification and hold-harmless clause and voluntarily makes this covenant and expressly acknowledges the good and valuable consideration provided by TAIT in support of this indemnification in accordance with the laws of the State of Oklahoma. This clause shall survive the termination of this Agreement; provided, however, that Operator's obligations hereunder shall not apply to any matter not arising out of, incident to, or in connection with Operator's activities under this Agreement.

8.07 Regulated Substance Compliance and Indemnity. Except for such automotive fuel, petroleum or such other products in quantities as are ordinary and necessary for Operator's operations hereunder, Operator shall not cause or permit any "Regulated Substance" as hereinafter defined, to be brought upon, generated, stored, or used in or about the Facility by Operator, its agents, employees, contractors or invitees. Any Regulated Substance permitted on the Facility as provided herein, and all containers therefor shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to the Regulated Substance.

Operator shall not cause or permit, release, discharge, leak, or emit, nor permit to be discharged, leaked, released, or emitted, any Regulated Substance into the atmosphere, ground, storm or sewer system, or any body of water, ditch, stream, if that Regulated Substance (as is reasonably determined by TAIT, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Facility, the Airport or elsewhere, or (b) the condition, use or enjoyment of the building, facilities or any other real or personal property. This paragraph is not intended to alter or affect discharges or emissions of Regulated Substances allowed by law or a permit applicable to said discharges or emissions. Operator shall fully and

timely comply with all applicable federal, state and local statutes, ordinances and regulations relating to protection of the environment, including, without limitation, 42 U.S.C. §6991-6991i.

a. Disclosure. At the commencement of each year of the Term hereof, Operator shall disclose to TAIT the names and approximate amounts of all Regulated Substance (other than automotive fuel, petroleum or cleaning products used in the ordinary course of Operator's operations hereunder) that Operator intends to store, use, or dispose of on the Facility in the first year of the Term hereof. In addition, at the commencement of each additional year of the Term hereof, beginning with the second year, Operator shall disclose to TAIT the names and amounts of all Regulated Substances that were actually used, stored, or disposed of on the Facility if those materials were not previously identified to TAIT at the commencement of the previous year.

b. Compliance Action. Operator shall, at Operator's sole expense, clean-up, remove, and remediate (1) any Regulated Substances in, on, or under the Facility in excess of allowable levels established by all applicable federal, state and local laws and regulations, and (2) all contaminants and pollutants, in, on, or under the Facility that create or threaten to create a substantial threat to human health or the environment and that are required to be moved, cleaned up, or remediated by any applicable federal, state, or local law, regulation, standard or order. This obligation does not apply to a release of Regulated Substances, pollutants, contaminants, or petroleum products that existed on the Facility prior to the execution of this Agreement caused solely by the act or omission of TAIT, the Authority or a third party for whom the operator is not responsible (e.g. not a customer, invitee, employee, agent, or person having any contractual or business relationship with Operator).

c. Definition of Regulated Substances. As used herein, the term "Regulated Substances" means and includes any and all substances, chemicals, waste, sewage or other materials, which are now or hereafter regulated, controlled or prohibited by any local, state, or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof, including, without limitation (a) any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 et seq., The Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §1801 et seq., The Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq., Federal Water Pollution Control Act (FWPC), 33 U.S. §1251 et seq., or the Clean Air Act (CAA), 42 U.S.C. §7401 et seq., all as amended and amended hereafter; (b) any substance defined as a "hazardous substance", "hazardous waste", "toxic substance", "extremely hazardous waste", "RCRA hazardous waste", "waste", "hazardous material" or "controlled industrial waste", as defined in the Oklahoma Industrial Waste Disposal Act, 63 O.S. §1-2000 et seq.; (c) any Regulated Substance, hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree, or other law now or at any time hereafter in effect, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound or waste. As used herein, the term Regulated Substance or "hazardous substances" also means and includes, without limitation, asbestos, flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil, or any fraction thereof); petroleum based products; paints and solvents; leads; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorobiphenyls; and other regulated chemical products.

d. **Indemnity Noncompliance/Notice of Violation.** Operator hereby fully agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Regulated Substances kept on the Facility by Operator, and Operator shall give immediate notice to TAIT of any violation or potential violation of the provisions hereof. Without limiting any provisions of this Agreement, Operator shall defend, indemnify, and hold harmless TAIT, the Authority, the City, and their trustees, councilors, officers, agents, and employees from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) any liabilities, damages, suits, penalties, judgments and environmental cleanup, removal, response, assessment, or remediation costs, arising from actual, threatened or alleged contamination of the Facility; (b) the presence, disposal, release, or threatened release of any such Regulated Substance that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Regulated Substance; (d) any lawsuit brought or threatened, settlement reached, or government order relating to that Regulated Substance; or (e) any violation of any laws applicable thereto. The provisions hereof shall be in addition to any other obligations and liabilities Operator may have to TAIT at law or equity and shall survive the transactions contemplated herein and shall survive the termination or expiration of this Agreement.

8.08 Survival of Provisions. The terms, conditions, provisions and requirements of this Article VIII, including, but not limited to, the indemnity provisions shall survive the expiration or earlier termination of this Agreement.

ARTICLE IX - DAMAGE OR DESTRUCTION OF FACILITIES BY OPERATOR

9.01 Operator's Obligations. If the Facilities or any part thereof during the Term of this Agreement or any extended Term shall be damaged by the act, default or negligence of Operator, or of Operator's members, agents, employees, invitees, officers, representatives, contractors or subcontractors, Operator shall, at its sole cost and expense, repair, rehabilitate or restore said Facilities to the condition existing prior to such damage. If Operator fails to repair, rehabilitate or restore said Facilities as required herein, TAIT shall have the right to enter the Facilities and perform the necessary restoration and Operator hereby expressly agrees that it shall fully assume and be liable to TAIT for payment of the costs of said repair, rehabilitation or restoration, plus a fifteen percent (15%) charge for TAIT's administrative overhead. Such repair, rehabilitation or restoration costs plus the administrative costs shall be due and payable within thirty (30) days from the date of TAIT's billing notice therefor.

ARTICLE X – LAWS, REGULATIONS, PERMITS AND TAXES

10.01 General.

a. Operator expressly covenants, warrants, guarantees, and agrees that throughout the Term or any extended Term of this Agreement, Operator shall at all times be and shall remain in full and complete compliance with all Government Requirements of any kind or nature without limitation, as the same may be amended, now or hereafter having jurisdiction over Operator or

Operator's operations conducted under this Agreement or the Facilities and over those persons and entities performing any work or services on behalf of Operator or at Operator's actual and constructive request. Operator further covenants, warrants, guarantees and agrees that it shall comply with all "Rules and Regulations," "Minimum Standards," and all rules, regulations and policy orders issued thereunder, all ordinances of the City and any and all other laws, ordinances, regulations, rules and orders of any governmental entity which may be applicable to Operator or in any way to Operator's business operations under this Agreement, as said laws, ordinances, regulations, rules, standards, policies and orders now exist, or as may be hereafter amended, promulgated or otherwise imposed on Operator by law.

b. Operator agrees that it shall require its appropriate managers, supervisors and employees to attend such training and instructional programs as TAIT may, from time to time, require in connection with policies and procedures established by the TSA or the Rules, Regulations and Policies of TAIT or the Authority.

10.02 Permits and Licenses, General. Operator expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining as current, and fully complying with any and all permits, licenses and other governmental authorizations required under this Agreement or otherwise required for its commercial business operations however designated, as may be required at any time throughout the entire Term of this Agreement or any extended Term thereof by any federal, state or local governmental entity or any court of law having jurisdiction over Operator or Operator's operations and activities, and for any and all operations conducted by Operator including ensuring that all legal requirements, permits and licenses necessary for or resulting directly or indirectly from Operator's activities on the Facilities have been obtained and are current and in full legal compliance. Upon the written request of TAIT, Operator shall provide to TAIT certified copies of any and all permits and licenses which TAIT may request.

10.03 Air and Safety Regulations. Operator covenants, warrants, guarantees and agrees that it shall conduct its operations and activities under this Agreement in a safe manner, shall comply with all safety and security regulations of TAIT and with safety and security standards imposed by applicable federal, state and local laws and regulations and shall require the observance thereof by all employees, contractors, business invitees and all other persons transacting business with or for Operator resulting from, or in any way related to the conduct of Operator's business on the Facilities. Operator hereby agrees that neither Operator, nor any employee or contractor or any other person working on behalf of Operator, shall require any personnel engaged in the performance of Operator's business to work in any surroundings that are or may be dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all state and local laws, regulations and orders relative to occupational safety and health.

10.04 Civil Rights. During the performance of this contract, the Operator, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

10.05 Disadvantaged Business Enterprise. Operator agrees to use its best efforts to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, Subpart F, or successor regulations, have the maximum opportunity to participate in this program and its available contracts, subcontracts or service agreements. Operator agrees to submit all information necessary for Airport Management to

determine the eligibility of an individual or firm for certification as a Disadvantaged Business Enterprise (“DBE”). Operator agrees that it will comply with the Airport’s DBE Program, which Program shall be in accordance with 49 CFR Part 23 or successor regulations as shall apply to Operator as an “Airport Concessionaire” within the meaning of said regulations. Operator agrees that the participation by the DBE’s will be in accordance with the goals and objectives of the Airport’s Program. TAIT encourages all Concessionaires to maximize DBE participation in the concession opportunities. TAIT shall have the right to count any DBE participation under this Agreement toward TAIT’s overall DBE concession goal.

10.06 Americans With Disabilities Act. Operator shall take all necessary action to ensure its facilities and employment practices are in compliance (and remain in compliance) with the requirements of the Americans With Disabilities Act. Any costs of such compliance shall be the sole responsibility of Operator.

10.07 Open Records Act. Operator understands and acknowledges TAIT’s and Authority’s legal requirements to comply with the Oklahoma Open Records Act (51 O.S. 2001 §24.A.1., *et seq.*). Operator understands and acknowledges that persons who submit information to public bodies have neither the right to keep this information from public access nor reasonable expectation that the information will be kept from public access.

10.08 Taxes and Other Governmental Charges. Operator shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that at any time lawfully may be assessed or levied against or with respect to Operator’s improvements, machinery, equipment or other property installed or used upon the Airport, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created by this Agreement. In good faith, with due diligence, as permitted by law, Operator may contest any such taxes or governmental charges.

ARTICLE XI - TERMINATION OF AGREEMENT, EVENTS OF DEFAULT AND CANCELLATION, NON-ASSIGNMENT AND TRANSFER

11.01 Termination. This Agreement shall automatically terminate and expire at the end of the Term or any extended Term hereof, as set forth in Article II hereof. Upon the termination of this Agreement, through passage of time or otherwise, the Operator shall aid TAIT in all ways possible for a reasonable period of time to transition or otherwise continue the business of operating the Facilities and the Airport parking system.

11.02 Events of Default and TAIT’s Right of Cancellation. TAIT may cancel this Agreement by giving Operator thirty (30) days advance written notice, to be served as hereinafter provided, upon the occurrence of any one of the following which shall constitute an “event” or “events of default”:

- a. The filing by Operator of a voluntary petition for bankruptcy;
- b. The institution of proceedings in bankruptcy against Operator and adjudication of the Operator as bankrupt pursuant to said proceedings;

- c. The taking by a court of jurisdiction over Operator of its assets pursuant to proceedings brought under the provision of any federal reorganizational acts and said proceeding is not dismissed, discontinued or vacated within thirty (30) days;
- d. The appointment of a receiver of Operator's assets and the receivership shall not be set aside within thirty (30) days after such appointment;
- e. The divestiture of Operator's estate (legal interest) herein by operation of law;
- f. The abandonment by Operator of Facilities or of its business operations thereon;
- g. The conduct of business or performance of any acts not specifically authorized herein and said business or acts do not cease within five (5) days of receipt of written notice by TAIT to cease said unauthorized business or acts; and
- h. The default in the performance of any of the terms, covenants and conditions required herein (except insurance and Security for Payment requirements as hereinbefore set forth) to be kept and performed by Operator and said default is not cured within ten (10) days of receipt of written notice by TAIT to do so, or if by reason of the nature of such default, the same cannot be remedied within ten (10) days following such written notice, or having so commenced, shall fail thereafter to continue with due diligence and curing thereof (with Operator having the burden of proof to demonstrate (1) that the default(s) cannot be cured within ten (10) days and (2) that it is proceeding with due diligence to cure said default(s), and that such default(s) will be remedied or cured within a reasonable period of time).

11.03 Cancellation for Default in Deposit of Gross Revenues. Failure of the Operator to properly deposit all Gross Revenues or to deliver to TAIT the duplicate validated deposit slips and appropriate daily reports evidencing the deposit of Gross Revenues shall constitute an event of default and breach of this Agreement and TAIT shall have the right to terminate this Agreement five (5) days after receipt by Operator of written notice sent by registered or certified mail to the Operator or delivered to the Facilities Manager. In the event that TAIT shall proceed to terminate this Agreement as provided in this section, TAIT shall have the right to immediately assume direct responsibility for the handling of shift and daily Gross Revenues, upon the turning in of monies by cashiers at the end of their shifts.

Operator shall report to TAIT within seventy-two (72) hours after it becomes aware of any possible theft or any other loss of Gross Revenues by employees or any allegations of employee dishonesty.

11.04 Non-Assignment, Transfer and Subcontracting. Operator shall not, in any manner, assign, transfer, mortgage, pledge, encumber or otherwise convey an interest in this Agreement, nor contract for services to be provided by Operator hereunder or any part thereof, without the prior written consent of TAIT. Any such attempted assignment, transfer or subcontract without TAIT's written approval shall be null and void and shall constitute an event of default of this Agreement.

11.05 Surrender of Premises. Notwithstanding the obligations of Operator and rights of TAIT provided herein, Operator expressly agrees that it shall immediately surrender the Facilities to TAIT in good and fit condition upon termination or cancellation of this Agreement, depreciation and wear from ordinary use for the purpose of which the premises were operated being excepted. All repairs and

obligations for which the Operator is responsible shall be completed by the earliest practical date prior to surrender. Operator, within fifteen (15) calendar days following the termination of this Agreement, shall remove all of its personal property from the Facilities.

11.06 Non-Waiver. Neither the waiver by TAIT of any breach of Operator of any provision, term and condition hereof, nor any forbearance by TAIT to seek remedy for any such breach shall operate as a waiver of any other breach by Operator.

ARTICLE XII – GENERAL PROVISIONS

12.01 Alterations or Additions. Operator shall make no alterations or additions to the Facilities, without the prior written consent of TAIT.

12.02 Signs. No signs, posters or similar devices shall be erected, displayed, or maintained by Operator in the view of the general public in, on or about the Facilities or elsewhere on the Airport without the prior written approval of TAIT.

12.03 Liability of TAIT. TAIT shall not be responsible or liable to Operator for any claims for compensation or any losses, damages or injury sustained by Operator resulting from (a) cessation for any reason of air carrier operations at the Airport, or (b) diversion of passenger traffic to any other facility.

12.04 Subordination to Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which TAIT acquired the land or improvements thereon, of which said Facilities are a part, and shall be given only such effect as will not conflict with or be inconsistent with such terms and conditions. Operator understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between TAIT or Authority or City and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development, rehabilitation or improvement of the Airport.

12.05 Corporate Existence. Operator shall maintain its corporate existence, and Operator shall not dispose of all or substantially all of its assets and shall not consolidate with or merge into another corporation or business entity or permit one or more other corporations or business entities to consolidate with or merge into it. However, Operator may, without violating the prohibition contained in this section, consolidate with or merge into another corporation or business entity, or permit one or more other corporations or business entities to consolidate with or merge into it, or sell or otherwise transfer to another corporation or business entity all or substantially all of its assets as an entity and thereafter dissolve, if the survivor or transferee corporation or business entity (a) assumes in writing all of the obligations of Operator herein, (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of Operator immediately prior to such consolidation, merger, sale or transfer, and (c) is qualified to do business in Oklahoma.

12.06 Notices. 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, must 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 must be in writing.
- b) Method of Notice. All notices must 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:

Tulsa Airports Improvement Trust
 Attention: Airports CEO
 7777 Airport Drive, Suite A217
 Tulsa, Oklahoma 74115
notice@tulsaairports.com

and if to Operator:

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 are 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 are 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.

12.07 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially affect the rights of either party as set forth herein.

12.08 Entire Agreement; Modification. This Agreement expresses the entire understanding of TAIT and Operator concerning the Facilities and operation and management thereof and all agreements of TAIT and Operator with each other concerning the subject matter hereof and supersedes all prior agreements of the parties as to the Facilities. Neither TAIT nor Operator has made or shall be bound by any agreement or any representation to the other concerning the Facilities or the subject matter hereof

which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by TAIT and Operator.

12.09 Execution of Counterparts. This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.10 Effect of Saturdays, Sundays and Legal Holidays. Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

12.11 Descriptive Headings; Table of Contents. The descriptive headings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

12.12 Choice of Law; Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or obligation, each such provision, even though not so expressed, shall be construed as an express covenant to make such payment or to perform or not to perform, as the case may be, such act or obligation.

12.13 Force Majeure. Neither TAIT nor Operator shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortages or material, acts of god, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Operator or TAIT to pay the charges, fees and other charges required hereunder.

12.14 Construction of Agreement. This Agreement and each provision and covenant hereof shall constitute a contract by and between the parties hereto.

12.15 Consent Not Unreasonably Withheld. Whenever it is provided herein that the consent of TAIT, the Authority, the City or Operator is required, such consent shall not be unreasonably withheld, conditioned or delayed, except when such consent would result in a violation by TAIT of any Governmental Requirements, Grant Assurances or FAA rules or regulations.

12.16 Non-Liability of Individuals/Public Officials. Neither Trustees of TAIT, Authority and City, nor any agent, representative, officer, or employee thereof, shall be charged personally by Operator with any liability, or be held liable to the Operator under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, attempted or alleged, thereof, it being understood that in such matters they act only as agents or representative of TAIT, Authority or City.

12.17 Recovery of Attorney's Fees and Costs. If TAIT shall bring any legal or equitable action against Operator, and TAIT shall be adjudged the prevailing party, Operator shall pay the reasonable attorney's fee and costs incurred by TAIT in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

12.18 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Operator and their respective successors and assignees, if such assignment shall have been made in conformity with the provisions of this Agreement.

12.19 Interpretation. TAIT and Operator hereby agree that this Agreement shall be construed according to its fair meaning and shall not be construed or interpreted in favor of either party on the basis of preparation or drafting of this Agreement.

[Signatures on Following Page]

SIGNATURES

IN WITNESS WHEREOF, TAIT and Operator have entered into this Agreement at Tulsa, Oklahoma on the 11th day of April, 2019, to commence July 1, 2019.

TULSA AIRPORTS IMPROVEMENT TRUST

Alexis Higgins, AAE
Airports CEO

By: _____
Chairman

WITNESS:

PARKING ENTITY

By: _____

Title: _____

Docid #00 _____

Sample contract -EXHIBIT A - PREMISES

(See Exhibit A to the RFP)

Sample Contract -EXHIBIT B- SNOW AND ICE REMOVAL AREAS

(See Exhibit C to the RFP)

Shuttle Bus Lease Agreement

Parking Operator

This Shuttle Bus Lease Agreement ("Lease Agreement") made and entered into as of this ____ day of _____, 2024 by and between _____ ("Parking Operator"), and Tulsa Airports Improvement Trust, an Oklahoma title 60 public trust, the beneficiary of which is the City of Tulsa, Oklahoma ("TAIT").

RECITALS

- A. TAIT and Parking Operator have entered into a certain Management and Operating Agreement (the "M&O Agreement") relative to the Parking Facilities a located at Tulsa International Airport (the "Airport"); and,
- B. Pursuant to the M&O Agreement, Parking Operator is to provide Shuttle Bus Service as is more particularly described in the M&O Agreement; and,
- C. TAIT and Parking Operator desire to enter into this Lease Agreement to provide for the leasing of the vehicles for the Shuttle Bus Service between Parking Operator and TAIT.

AGREEMENT

1. **Term.** The term of this Lease Agreement will be contemporaneous with the M&O Agreement. Notwithstanding the forgoing, either party may terminate this Lease Agreement at any time upon thirty days prior written notice to the other party.
2. **Leases.** In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TAIT will lease to Parking Operator for its sole and exclusive use the vehicles set forth on Schedule A attached hereto and made a part hereof. This lease term is co-terminus with the M&O Agreement except as provided above.
3. **Scope of Operation:** Parking Operator's Duties. In connection with providing the Shuttle Bus Service the parties agree as follows:
 - a. TAIT shall provide all equipment and vehicles required for the Shuttle Bus Service. The vehicles being provided by TAIT are listed on Schedule A, which may be amended from time to time, in order to take vehicles in and out of service, but shall not require a formal amendment to this Shuttle Bus Lease Agreement.
 - b. TAIT shall maintain the vehicles used for the Shuttle Bus Service in first quality clean condition and in good and safe mechanical repair and condition.

c. Vehicles used for the Shuttle Bus Service shall be insured and used exclusively by Parking Operator, except as provided in paragraph 4 below, for providing the Shuttle Bus Service at Tulsa International Airport, and not used for other purposes or transportation.

d. TAIT must obtain, and throughout the term of this Agreement, at all times maintain all applicable insurance, permits, licenses and approvals required by any State and/or local governmental laws, ordinances or regulations in order to lawfully provide the Shuttle Bus Service to the Airport and operated the Shuttle Bus vehicles.

e. Parking Operator will be responsible for the payment of the cost of any traffic violations that are levied against Parking Operator or Parking Operator's employees during the course of providing the Shuttle Bus Service.

f. Parking Operator must carry and maintain insurance at all times in accordance with the terms and conditions set forth in the M&O Agreement including General Liability, Auto, Workers' Compensation, Fidelity Bonds or insurance, and Garage Keepers Legal Liability.

4. Agreement Regarding Insurance Covering Shuttles. Both Parking Operator and TAIT will maintain auto coverage on each shuttle. Prior to commencement of this agreement, the parties will exchange copies of their respective shuttle insurance ID cards. Each must keep a copy of a valid insurance ID card in the shuttles at all times. It is understood and agreed that when Parking Operator or Parking Operator's employees are operating shuttles, the insurance maintained by Parking Operator shall provide primary coverage. In such cases when Parking Operator or Parking Operator's employees are operating shuttles, Parking Operator must defend, indemnify and hold TAIT harmless from and against all actions, costs, claims, losses, expense and/or damages sustained by TAIT or TAIT's employees from any cause relating to the services required in this agreement. TAIT's insurance will be non-contributory. Similarly, when TAIT or TAIT's employees, agents, or servants are operating shuttles, the insurance maintained by TAIT must provide primary coverage. In such cases when TAIT employees are operating shuttles and to the extent provided by Oklahoma law, TAIT shall indemnify and hold Parking Operator harmless from and against all actions, costs, claims, losses, expense and/or damages sustained by Parking Operator or Parking Operator's employees, agents, or servants from any cause relating to the services required in this agreement. Parking Operator's insurance will be non-contributory.

5. Claims. Parking Operator will provide a written report to TAIT of the occurrence of any claims pertaining to damage, theft or casualty losses on a Shuttle Bus within twenty-four (24) hours of the occurrence of the claim.

a. Under no circumstances will Parking Operator be responsible for theft, loss, or damage (or any claims pertaining to the same) for objects left inside the Shuttle Bus vehicles and all such objects being left therein will be at the passenger's sole risk. Parking Operator agrees to work with the Airport's lost and found department in order to handle lost and found items on each Shuttle Bus.

b. It is recognized that TAIT may desire, in order to maintain business relations with its patrons, or for other purposes, to settle certain claims which are not the result of the negligence or misconduct of Parking Operator on a Shuttle Bus, its employees, contractors, Parking Operators or representatives. In that instance, any such claims will be paid solely by TAIT.

IN WITNESS WHEREOF, the parties hereto have caused this This Shuttle Bus Lease Agreement to be executed, the day and year first above written.

TULSA AIRPORTS IMPROVEMENT TRUST

By:

Alexis Higgins, AAE

Airports CEO

Chair

[COMPANY NAME]

By: _____

Title: _____

Docid #00_____

