

DRAFT PROPOSED – SUBJECT TO FURTHER MODIFICATION

**Insurance Broker Services Agreement
Contract Number _____**

Tulsa International Airport
Tulsa Riverside Airport, (“Riverside”) Airport

By and Between

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

and

“BROKER”



Broker Services Agreement

WHEREAS, The City leases the Tulsa International Airport, and Tulsa Riverside, Airport (collectively, "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,

WHEREAS, 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; and,

WHEREAS, TAIT operates the Airports pursuant to the Oklahoma Municipal Airports Act, Okla. Stat. tit. 3 §65. 1, et seq. , and TAIT's Bond Indenture; and,

WHEREAS, on _____, 2026, the Airport published an advertisement for Request for Proposals for Broker Services, hereinafter referred to as "RFP"; and,

WHEREAS, the Airport received proposals on or about _____, 2026, including the proposal submitted by Broker, hereinafter referred to as "Broker Proposal," and has selected a Broker; and

WHEREAS, the Airport desires to enter into an Insurance Broker Services Agreement with Broker, hereinafter referred to as "Agreement", granting the Broker the right to provide professional insurance brokerage and other services to the Airports; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement to be kept and performed by the parties hereto and upon the provisions and conditions set forth in this Agreement, TAIT and Broker do agree as follows:

1. TERM

The Term of this Agreement shall be for three (3) years, commencing _____, 2026 unless sooner terminated or cancelled as herein provided. At the end of the initial Term there will be two (2) one-year options to extend the term of the Agreement at the mutual option of TAIT and Broker.

2. SCOPE OF WORK

The Broker agrees to provide professional commercial insurance broker and consulting services for the marketing, placement, and management of the insurance programs as outlined in the Broker Proposal.

A. Subject to Broker's RFP response on compensation: As consideration for the services to be performed as outlined in the RFP, TAIT agrees to pay the Broker an annual fee in the amount of _____00/100 (\$ _____) Dollars.

B. Annual Fee shall be firm for the initial Term of the Agreement with an Annual Fee escalation as set out in the Broker's Proposal.

C. All premium refunds shall be paid promptly by the Broker to the Airport upon receipt of any refund by the Broker.

D. The Broker must disclose to TAIT all standard commissions received as a result of coverage placed on behalf of the Airports, and describe the relationship if any between the Broker and the insurance company.

E. TAIT reserves the right to add to or delete from the scope of work specified in the RFP, by giving written notice to Broker and subject to Broker's consent. Broker's compensation for additional services shall be mutually agreed to by the parties prior to Broker providing additional services.

F. Broker shall bear all of its expenses required to perform services pursuant to this Agreement.

3. AGREEMENT DOCUMENTS

The Request for Proposals and any addenda(s) thereto, published in connection herewith and the Broker's Proposal, including any Addenda, shall all form a part of the Agreement between the parties hereto.

4. BROKER'S RIGHTS AND OBLIGATIONS

The parties hereto covenant and agree as follows:

A. Broker shall observe and comply with any and all applicable Airport, Federal, state and local laws, statutes, ordinances and regulations that are applicable to the services provided by the Broker hereunder and shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time be, promulgated by any Federal, state or local government or agency thereof that are applicable to the services provided by the Broker hereunder.

B. Broker shall be responsible for all its expenses in connection with this Agreement, and the rights and privileges herein granted, including without limitation by reason of enumeration, costs for wages, benefits, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Broker, and secure all such permits and licenses as may be lawfully required.

C. Broker shall be obligated to perform services for TAIT under the terms and conditions of this Agreement and as further specified in the RFP.

D. Broker will deliver the Services based upon the information that TAIT and its representatives provide. TAIT is responsible for the accuracy and completeness of the information and Broker accepts no responsibility arising from TAIT's failure to provide such information to Broker. Broker must receive promptly the information to deliver the Services as well as TAIT's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered.

E. None of the services provided by Broker are of a legal nature and Broker shall not give legal opinions or provide legal advice or representations.

5. PERSONNEL

Broker agrees to assign competent, fully trained professionals to perform the services required under this Agreement and shall use its reasonable efforts to ensure continuity of personnel assigned to perform said services.

6. NON-PERFORMANCE

Broker shall perform all work to meet the standards set forth in this Agreement.

7. TERMINATION

A. In addition to any other rights and remedies allowed by law and this Agreement, either party may terminate this Agreement with or without cause, by giving ninety (90) days advance, written notice. Such termination shall be effective as of the date specified in the written notice.

B. Upon termination of this Agreement, Broker may be compensated only for services actually performed. Broker shall not be entitled to any compensation for contractual damages, including but not limited to, expected lost profits, office overhead, loss of productivity or any other consequential or incidental damages arising from the termination of this Agreement.

C. Upon termination of this Agreement, Broker shall immediately deliver to TAIT all property belonging to the Airport, whether given to the Broker by the Airport or on behalf of the Airport, subject to the retention provisions of applicable Oklahoma State law.

8. PROPRIETARY INFORMATION

The Broker's services under this Agreement may involve access to and creation of proprietary information. During the term of this Agreement and continuing thereafter, the Broker shall hold and use all proprietary information in strict confidence, without benefit to the Broker or any other third party. TAIT acknowledges and agrees that the work products provided by Broker are not to be distributed, used or relied upon by third parties without the written consent of both Broker and TAIT, except as may be required by TAIT's legal, accounting and non-insurance financial advisors who agree to be bound by this confidentiality agreement.

9. SECURITY

Broker acknowledges that it understands and is aware of Security rules, regulations and requirements for the Airports. If the Transportation Security Administration (TSA) imposes a fine or penalty on the TAIT for Broker's non-compliance with federal laws and/or TSA rules and regulations, then the Broker shall reimburse and indemnify TAIT for the entire amount of the fine or penalty, subject to Section 11(D) herein.

10. INDEMNITY AND WAIVER OF DAMAGES

A. The Broker shall indemnify, hold harmless and defend TAIT, the Tulsa Airport Authority, the City of Tulsa, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) to the extent resulting from, arising out of, related to, or caused by Broker's willful misconduct or fraudulent behavior, provided that the TAIT shall give the Broker prompt and reasonable notice of any such claim or actions made or filed against it.

B. Broker hereby agrees to release and hold harmless TAIT, the Tulsa Airport Authority, the City of Tulsa, its elected and appointed officials, agents and employees, from any damages to the Broker caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airports; and the Broker does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against TAIT, the Tulsa Airport Authority, the City of Tulsa, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on the Airports.

C. Broker further agrees to hold TAIT, the Tulsa Airport Authority, the City of Tulsa, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Broker's equipment excluding any claims arising out of the sole negligence of TAIT, the Tulsa Airport Authority, the City of Tulsa, their elected officials, agents and employees.

11. INSURANCE

A. Prior to approval of this Agreement, the Broker must obtain insurance coverage as provided below. The Broker must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to TAIT.

Nothing in this Section shall define or limit the rights of any party to this Agreement under any other provision of this Agreement, including but not limited to any indemnification provision.

1. **Additional Insureds:** all liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that TAIT, the Tulsa Airport Authority, the City of Tulsa, their elected and appointed officials, and employees, are named additional insureds.

All insurance coverage of the Broker shall be primary and non-contributory to any insurance program carried by TAIT. All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

2. **Policy Limits:** The insurance coverage and limits required of the Broker under this contract are designed to meet the minimum requirements of TAIT. Such coverage and limits are not designed as a recommended insurance program for the Broker. The Broker alone shall be responsible for the sufficiency of its own insurance program. Should the Broker have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the Broker should seek professional assistance.

All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the Broker shall also provide tail coverage that

extends a minimum of two year from the expiration of this contract, or maintain ongoing coverage with a prior acts date that precedes the effective date on contract between Broker and TAIT.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

a. Worker's Compensation and Employer's Liability Insurance. The Broker shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Airports (if any), and in case any work is subcontracted, the Broker shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Broker. In the event any class of employees engaged in work performed under the contract or at the site of the Airport is not protected under such insurance heretofore mentioned, the Broker shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the Broker is exempt under the laws of the state of Oklahoma from the requirement to obtain and maintain worker's compensation insurance, then the Broker must provide TAIT a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.

b. Commercial General Liability Insurance. The Broker shall provide and maintain commercial general liability insurance coverage in an amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence. All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

c. Automobile Liability Insurance. The Broker shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles in an amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

i. Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

ii. All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

iii. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

4. **Certificates:** The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on ACORD forms. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Agreement number and Agreement description or name.

5. **Duration of Coverage.** All insurance coverage required under this Agreement shall be maintained in full force and effect until completion and formal acceptance of the Project by TAIT. For Broker's providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by TAIT. The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Agreement.

6. **Professional Liability.** Broker shall be required to maintain Professional Liability insurance coverage in the minimum amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) per occurrence and in the aggregate.

12. COMPLIANCE WITH LAWS AND REGULATIONS.

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

If the Agreement and the obligations thereto are transferred to another by the Broker, the transferee is obligated in the same manner as the Broker. The above provision obligates the Broker for the period during term of this Agreement and the airport remains obligated to the Federal Aviation Administration.

Modifications Required by the U.S. Government. Broker acknowledges that TAIT is required by the FAA under the terms of its Grant Agreements to include in this Agreement certain required contract provisions, ("Required Federal Provisions") which is attached hereto as Exhibit A and made a part of this agreement as if wholly set out herein. Broker agrees to comply with the Required Federal Provisions and, where applicable, include the Required Federal Provisions in each of its subcontracts without limitation or alteration.

Broker acknowledges that a failure to comply with the Required Federal Provisions constitutes an event of default (subject to any applicable notice and cure periods described herein).

Broker further acknowledges that the FAA and other federal agencies may from time to time amend such required contract provisions and agrees that TAIT may unilaterally modify the Required Federal Provisions solely to the extent such modification is necessary to comply with its Grant

Agreements or other federal agencies by providing Broker with prompt notification of such modification.

13. AIRPORT'S RIGHTS OF CANCELLATION

In addition to any conditions as specified herein and all other remedies available to TAIT, this Agreement shall be subject to cancellation by TAIT should any one or more of the following occur:

A. If the Broker shall file a voluntary petition in bankruptcy, or proceeding in bankruptcy shall be instituted against the Broker and the Broker is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Broker and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Broker's assets is appointed, or if the Broker shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

B. If the Broker shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, provided that upon the happening of any contingency recited in this Article, the Broker shall be given written notice to correct or cure such default, failure to perform or breach. If, within thirty (30) days from the date of such notice, the default, breach, or complaint shall not have been corrected in a manner satisfactory to TAIT, then and in such event TAIT shall have the right to declare this Agreement terminated. TAIT does, however, reserve the right to extend the time period to correct the default, if, in its opinion, due diligence is shown by the Broker in curing the default.

14. BROKER'S RIGHTS OF CANCELLATION

In addition to all other remedies available to the Broker, this Agreement shall be subject to cancellation by Broker should there be a breach by TAIT of any covenants, terms or conditions of this Agreement to be kept, performed and observed by TAIT and the failure to remedy such breach for a period of sixty (60) days after written notice from Broker of the existence of such breach.

15. ASSIGNMENT

Broker is prohibited from assigning this Agreement except to a properly licensed affiliate and with written consent of TAIT, such consent may not be unreasonably withheld.

16. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Broker's services to TAIT. TAIT and Broker shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Broker is an independent contractor in every respect, and not the agent of TAIT, except in the scope of providing broker services for TAIT.

B. If either party hereto shall bring any legal or equitable action against the other party, the non-prevailing party shall pay the reasonable attorney's fees and costs incurred by the prevailing party in such action and any appeal there from. For purposes of this section, "costs" shall include expert witness fees, court reporter fees and court costs.

17. LICENSES AND PERMITS

Broker shall possess all licenses, permits, qualifications and approvals of whatever nature legally required for Broker to perform the services under this Agreement. Broker warrants and represents that it, at its sole cost and expense, shall keep in effect at all times during the term of this Agreement any and all licenses, permits and approvals that are required for Broker to practice its profession and/or perform the services.

18. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by TAIT one party to any act by the Broker other party requiring TAIT's the first party's consent shall not be deemed to waive consent to any subsequent similar act by the second party.

20. PRIOR AND COLLATERAL AGREEMENTS

This Agreement and each provision and covenant hereof shall constitute a contract, and a license by and between the parties hereto. This Agreement shall constitute the entire Agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, relating to the Agreement, shall limit or modify its terms. This Agreement shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, expressed or implied, between the parties for the rights granted herein. This Agreement shall not be subject to modification or change except by written instrument duly signed by both parties.

This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between the parties, (b) to give TAIT any interest in the business of the Broker, or (c) to grant to the Broker any powers as an agent or representative of TAIT for any purpose or to bind TAIT. The Broker shall be an independent contractor owning and operating its business as herein described.

21. APPLICABLE LAW: VENUE: WAIVER OF TRIAL BY JURY

This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Oklahoma. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for the Northern District of Oklahoma or the District Court for Tulsa County, State of Oklahoma, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

22. NON-LIABILITY OF INDIVIDUALS/PUBLIC OFFICIALS

Neither the Trustees of TAIT, Authority, and City, nor any agent, representative, officer or employee thereof, shall be charged personally by Broker with any liability, or be held liable to Broker 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 representatives of TAIT, Authority, or City.

No agent, representative, director, officer or employee of TAIT, shall be charged personally by Broker with any liability, or be held liable to 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 representatives of TAIT.

No agent, representative, director, officer or employee of Broker, shall be charged personally by TAIT with any liability, or be held liable to 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 representatives of Broker.

23. NOTICES

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

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

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

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

to the address of the party specified below:

if to TAIT:

and if to Broker:

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

Add notice information please

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

(iii) Receipt of Notice. All notices shall be effective upon (a) receipt by the party to which notice is given, or (b) on the third (3rd) day following mailing, whichever occurs first.

Notices shall be deemed to have been duly given (c) when delivered in person, (d) 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, (e) upon receipt after dispatch by registered or certified mail, postage prepaid or (f) on the next business day if transmitted by national overnight courier with confirmation of delivery.

24. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

25. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

26. ELECTRONIC SIGNATURES.

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[Signatures on following page]

27. SIGNATURES

IN WITNESS WHEREOF, TAIT and Lessee have entered into this Agreement at Tulsa, Oklahoma on the ____ day of _____, 2026 to commence upon execution of the parties.

TULSA AIRPORTS IMPROVEMENT TRUST

By: _____
Alexis Higgins, AAE
President & CEO

By: _____
Chair

DATE: _____

BROKER COMPANY NAME,

By: _____

Title: _____

DATE: _____

Exhibit []

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

Purpose of Exhibit.

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

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

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

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

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

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Exhibit A**Tulsa Airports Improvement Trust
NON-AIP Contracts (Non-Property)****Required Contract Provisions****A4 Civil Rights – General.**General Civil Rights Provisions

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

(A4.3.1).

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

Transfer of Agreements

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

A5 Civil Rights – Title VI Assurances.Title VI Solicitation Notice

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law. **(A5.3.1).**

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

A5.4 Compliance with Nondiscrimination Requirements

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

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States. (A5.4.2).

“Federal Contractor” Required Contract Language.

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

A. Notice on EO 11246 / FAR Subpart 22.8

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

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

1. Non-discrimination & Affirmative Action. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability regarding any position for which the employee or applicant is qualified and will take affirmative action to employ and advance in employment qualified individuals with disabilities. These obligations apply across all employment practices, including recruitment; advertising; applications; hiring; promotion; demotion; transfer; layoff; termination; rates of pay or other compensation; job assignments/classifications; seniority lists; leaves of absence; fringe benefits; training; and any other term, condition, or privilege of employment.

2. Compliance. The Contractor agrees to comply with the rules, regulations, and orders of the Secretary of Labor under Section 503. Actions for noncompliance may be taken per such rules, regulations, and orders.
3. Notices. The Contractor will post notices, in a form prescribed by OFCCP, available to employees and applicants, and ensure accessible formats where required (e.g., electronic postings conspicuously stored in online application systems).
4. Subcontracts / Purchases. The Contractor shall include this clause in each covered subcontract and purchase order (and modifications, renewals, or extensions). Incorporation by reference is permitted only if the following sentence is used verbatim: "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals because of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."
5. AAP / Thresholds. If applicable (e.g., ≥ 50 employees and a covered contract of $\geq \$50,000$), the Contractor will develop and maintain a written Section 503 AAP and apply the 7% utilization goal across job groups or the entire workforce (as applicable).

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

1. Non-discrimination & Affirmative Action. The Contractor will not discriminate against any employee or applicant because of status as a protected veteran (disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran) for any position for which the individual is qualified, and will take affirmative action to employ, advance, and otherwise treat qualified protected veterans without discrimination across all employment practices noted in Section B.1. [\[ecfr.gov\]](https://www.ecfr.gov)
2. Compliance. The Contractor agrees to comply with OFCCP's rules, regulations, and orders under VEVRAA; actions for noncompliance may be taken pursuant to those authorities.
3. Mandatory Job Listing. The Contractor will list all employment openings (with limited exceptions) with the appropriate Employment Service Delivery System (ESDS) (e.g., the state workforce agency job bank) in the state(s) where the opening occurs, in a manner and format that permits priority referral of protected veterans.
4. Subcontracts / Purchases. The Contractor shall include this clause in each covered subcontract subject to VEVRAA and ensure appropriate flow-down. Incorporation by reference is permitted only if the following sentence is used verbatim: "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans."
5. AAP / Thresholds & Benchmarks. If applicable (e.g., ≥ 50 employees and a covered contract of $\geq \$150,000$), the Contractor will develop and maintain a written VEVRAA AAP, and annually establish a protected-veteran hiring benchmark, using either the national percentage of veterans in the civilian labor force or a custom benchmark per OFCCP guidance.
6. FAR Alignment. Where FAR is referenced solely to align with VEVRAA, the parties acknowledge FAR 52.222-35 points to the same equal opportunity requirements at 41 CFR 60-300.5(a); however,

agencies may issue deviations that affect inclusion of FAR text—this clause is intended to stand on its own under 41 CFR 60-300.5.

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

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

E. Severability & Adaptation

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

END.