

Solicitation RFP-OCAT-2402A

WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

Bid RFP-OCAT-2402A

WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES

Bid Number	RFP-OCAT-2402A
Bid Title	WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES
Bid Start Date	In Held
Bid End Date	May 1, 2024 4:00:00 PM CDT
Question & Answer End Date	Apr 16, 2024 12:00:00 PM CDT
Bid Contact	Grace Clayton grace.clayton@okc.gov
Bid Contact	City Clerk cityclerk@okc.gov
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Pre-Bid Conference	Apr 12, 2024 10:00:00 AM CDT (Online) Attendance is optional
Standard Disclaimer	This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.
Bid Comments	The Oklahoma City Airport Trust (interchangeably referred to as either "OCAT" or "Trust") is publishing its request for proposals ("RFP") from professional, qualified, and experienced firms ("Proposer") to enter into a professional services agreement ("Professional Services Agreement") with a single Proposer to provide a replacement wireless local area network ("WLAN") system for the existing public WLAN for WRWA Wireless Implementation and Maintenance Services ("WLAN Services"), using a one-year installation contract, and a subsequent five-year WLAN operations and maintenance services contract for Will Rogers World Airport.

Item Response Form

Item	RFP-OCAT-2402A--01-01 - Proposal Documents
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Oklahoma City and its Trusts <u>No Location Specified</u>

Qty 1**Description**

Upload your response to the request for proposal as outlined in the RFP along with any related documents to this line item.



SOLICITATION RFP-OCAT-2402A

REQUEST FOR PROPOSALS

**WRWA WIRELESS IMPLEMENTATION AND
MAINTENANCE SERVICES**

**ELECTRONIC REQUEST FOR PROPOSALS
WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES**

TABLE OF CONTENTS

NOTICE TO PROPOSERS..... 1

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS 3

OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION 6

PROPOSAL SPECIFICATIONS..... 7

A. INTENT: 7

B. AIRPORT OVERVIEW: 7

C. SCOPE OF SERVICES: 7

D. REQUIREMENTS: 8

TRUST WIRELESS SLA..... 16

E. NON-MANDATORY VIRTUAL PRE-PROPOSAL:..... 17

F. ESTIMATED TIMELINE: 17

G. PROPOSAL SUBMITTAL REQUIREMENTS: 17

H. ADDITIONAL REQUIREMENTS AND INFORMATION: 21

I. EMPLOYEE BADGING AND BACKGROUND CHECKS:..... 23

J. CIVIL PENALTIES: 23

K. SELECTION PROCESS:..... 24

L. TERMS AND CONDITIONS:..... 26

M. PROPOSAL DOCUMENT: 28



(Published in *The Journal Record* on **March 29, 2024** and **April 5, 2024**)

NOTICE TO PROPOSERS

Notice is hereby given that the Oklahoma City Airport Trust (“Contracting Entity”) will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the 1st day of May 2024, for the following:

“RFP-OCAT-2402A – WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES”

NON-MANDATORY VIRTUAL PRE-PROPOSAL MEETING: A non-mandatory virtual pre-proposal meeting will be held on April 12, 2024, at 10:00 a.m. CST via Microsoft Teams. Interested attendees are required to RSVP to grace.clayton@okc.gov, no later than 5:00 p.m. CST on April 9, 2024, with full names and email addresses of each attendee, and the subject line of “RSVP RFP-OCAT-2402A-WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES”. The purpose of the meeting is to discuss the request for proposal and proposal documents. The Contracting Entity is not bound by any oral statements made at the meeting. Any changes to the request for proposal documents and terms and conditions contained herein are only effective when made by written addenda.

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept proposals electronically. You are invited to submit a proposal electronically through the Periscope system to supply the professional services, products, and/or systems specified in the electronic proposal packet. The Contracting Entity does not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The Contracting Entity recommends potential Proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the Proposer for registering or submitting an electronic proposal to the Contracting Entity through Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

A copy of the Guidelines and Procedures for Professional Consultant Selection may be downloaded at the following website: <https://www.okc.gov/departments/finance/policies>. Proposals shall be made in accordance with this Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, the RFP proposal packet, and any other documents which are included in the complete electronic proposal packet. A sample Non-Discrimination Statement, Non-Collusion Affidavit, and Vendor Registration form are attached for the Proposer’s reference and will be completed prior to contract approval. By submitting a proposal, the Proposer certifies that the Proposer, and any proposed subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

The Contracting Entity reserves the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. The Contracting Entity reserves the right: to reject any or



all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute an Agreement with any Proposer; and to solicit new or different proposals. The Contracting Entity reserves the right to negotiate and/or contract with one or more Proposers for all or a portion of any proposal or proposed professional services, products and/or systems.

Proposals timely received electronically through Periscope, in the City Clerk's Office, shall be forwarded to the Requesting Department for the Selection Committee to open and review. The Periscope system does not allow proposals to be submitted after the above stated date and time. There will be no exceptions to this policy.

All interested parties who submit proposals will be required to comply with all applicable Equal Employment Opportunity Regulations. The Contracting Entity will affirmatively ensure that Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this solicitation.

Title VI Solicitation Notice: The Contracting Entity, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.



GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL (RFP) DOCUMENT AND SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSER'S PROPOSAL.

1. EXAMINATION BY PROPOSERS:

All Proposers must examine the terms, conditions, specifications, drawings, schedules, special instructions, contract (if attached), and these general instructions and requirements prior to electronically submitting any proposal. Failure to examine is at the Proposer's own risk as Proposer will be held to the terms, conditions, and requirements therein.

2. SUBMISSION OF PROPOSALS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:

Proposals timely received electronically through Periscope in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. Proposals must be submitted electronically through Periscope and shall be opened at the time stated in the Notice to Proposers, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. There is no charge to the Proposer for registering or submitting an electronic proposal to the City or its Trusts through Periscope. Should you have questions regarding registration through the Periscope system or assistance with submission of a proposal, you may contact Periscope Support at (800) 990-9339 during the hours of 7:00 a.m. to 7:00 p.m. CST/CDT, Monday through Friday. **The Periscope system does not allow Proposals to be submitted after the deadline. There will be no exceptions to this policy.**

3. DESCRIPTIVE TERMS:

Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins, and specifications. This data can be uploaded electronically through the electronic bidding system.

4. EXCEPTIONS:

Any exceptions to these instructions, requirements, the RFP packet, and the sample contract must be specified and submitted with the Proposer's proposal. Proposal exceptions and clarifications shall be submitted in Periscope during the Questions and Answers period of the RFP. If exceptions are not submitted in the Questions and Answers, the Exceptions may not be considered during negotiations of the contract with the selected Proposer. If there are any approved RFP Exceptions, the RFP will be modified by addendum issued through Periscope. Trust's RFP shall not be modified in any manner by the Proposer. Any Proposer's Notes to Buyer or RFP Exceptions to any specification that may alter the RFP may be rejected at the Trust's option. Failure to indicate any exceptions to the RFP packet will be regarded as full acceptance of the requirements, instructions, the RFP packet, any other RFP Documents related to this RFP. The Trust may rely that if exceptions are not noted to the sample contract that proposers accepts all terms and



conditions contained in the sample contract.

5. EXEMPTIONS FROM CERTAIN TAXES:

The purchase of certain goods or services by the Oklahoma City Airport Trust is generally exempt from the direct payment of most city, state, and federal sales, excise, transportation, and use taxes imposed by the federal, state and/or local governments. Such taxes must not be included in the proposed price. However, it shall be understood this tax-exempt status cannot be utilized by the successful Proposer. Proposers are not entitled to make purchases for the contract using the Trust's exemption status. Any taxes that are not exempt must be included in the proposed price. No additional payment or compensation will be made for taxes.

6. PAYMENTS AND DISCOUNTS:

- A. Payment for goods and services as specified in the Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Proposer of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable.
- B. Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. Discounts offered by the Proposer will be taken, however, if payment is made within the discount period.
- C. Late charges cannot be assessed against the Oklahoma City Airport Trust.

7. CURRENCY:

The Proposer agrees that all proposals are to be submitted in U.S. dollars. Proposals submitted in any currency other than U.S. dollars may not be considered. The Proposer also agrees that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the correctly invoiced amount unless otherwise agreed to in a negotiated contract.

8. AWARD OF AGREEMENT/CONTRACT:

The Oklahoma City Airport Trust reserves the rights to award by item, groups of items or all items of the proposal; to reject any or all proposals in whole or in part; and waive technical defects, irregularities, and/or omissions.

9. PERFORMANCE BOND OR GUARANTY:

If required by the RFP, the successful Proposer must submit the performance bond or a certified cashier's check in the amount required by the date requested prior to award of Agreement/Contract.

10. PATENTS, TRADEMARK, AND LICENSE:

The Proposer agrees to indemnify and save harmless the Oklahoma City Airport Trust and the City of Oklahoma City, including any of their employees, purchasing agent, and assistants from all suits and actions of every nature and description brought against the Proposer and/or any of its employees because of, or for the use of, patented, trademarks or licensed goods, equipment, products, names, or processes. The Proposer shall pay all royalties and charges which are legally required for the use of the same. Evidence of such payment or satisfaction shall be submitted upon request of the Oklahoma City Airport Trust.



11. TERMINATION:

- A. The performance of services and/or the delivery of items under any Agreement/Contract may be terminated by the Oklahoma City Airport Trust, in whole or in part, whenever it is determined to be in the best interest of the Oklahoma City Airport Trust.
- B. Any such termination will be in effect by delivering a termination notice to the Proposer specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
- C. After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

12. COMPLIANCE WITH APPLICABLE LAWS:

All Proposers must comply with all applicable federal, state, or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. § 2000d, *et seq.*

13. INSURANCE:

The liability of the Oklahoma City Airport Trust for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. § 151, *et seq.*

14. RIGHT TO AUDIT:

The Oklahoma City Airport Trust shall, at all times, have the right to examine books, papers, and records of the successful Proposer relative to all aspects of the Proposer's proposal and the Agreements/Contracts awarded as a result of this proposal to confirm Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Agreement/Contract. This right to audit only affects Agreement/Contract compliance as a result of this proposal and does not apply to Proposer records beyond the scope of the Agreement/Contract.

15. SAMPLE FORMS:

Sample forms are attached to this document and noted as Sample Forms. It is not necessary to submit these sample forms with your electronic proposal. The sample forms will be completed by the selected Proposer prior to Agreement/Contract approval.

16. REFERENCES:

The Oklahoma City Airport Trust has the right to request and verify references from Proposers.



OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to the Airport Trust pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Airport Trust pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked "Confidential." DO NOT label your entire Bid or Proposal as "Confidential" – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as "Confidential."
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85, *et seq.*

Should an Open Records request be presented to the Airport Trust requesting information you have identified as "Confidential," you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as "Confidential," you agree that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as "Confidential," you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Airport Trust based upon its determination of the application of the Oklahoma Open Records Act.

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PROPOSAL SPECIFICATIONS

A. INTENT:

The Oklahoma City Airport Trust (interchangeably referred to as either “OCAT” or “Trust”) is publishing its request for proposals (“RFP”) from professional, qualified, and experienced firms (“Proposer”) to enter into a professional services agreement (“Professional Services Agreement”) with a single Proposer to provide a replacement wireless local area network (“WLAN”) system for the existing public WLAN for WRWA Wireless Implementation and Maintenance Services (“WLAN Services”), using a one-year installation contract, and a subsequent five-year WLAN operations and maintenance services contract for Will Rogers World Airport.

If terms are capitalized in these Proposal Specifications but are not defined herein, the definition for the capitalized term in the attached Sample Agreement - WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES (“Sample Agreement”) will be applicable in the Proposal Specifications. Upon approval of a Professional Services Agreement, any definitions contained therein shall be controlling as of the agreement’s approval by both parties.

B. AIRPORT OVERVIEW:

Trust was created, and operates as a public trust under the authority of Title 60, Oklahoma Statutes, Sections 176-180.3, as amended, pursuant to the provisions of a Trust Indenture dated as of the 1st day of April, 1956, as amended, for the use and benefit of the City of Oklahoma City (“City”). The Trust operates three airports in the City: Will Rogers World Airport (“WRWA”), Wiley Post Airport (“WPA”), and Clarence E. Page Airport (“CEPA”) (collectively “Airports”).

WRWA, is the only commercial service airport for the Oklahoma City metro area. WRWA is the busiest commercial airport in the State of Oklahoma, offering 25 daily domestic nonstop flights. WRWA passenger traffic has steadily increased as passenger traffic resumes and is now exceeding 4 million passengers a year. Historical passenger traffic data for WRWA can be found at: www.flyokc.com/news-statistics.

WRWA Existing WLAN equipment list (subject to additions/deletions)

- A. 70 Cisco Aironet 2802i CAP w/CleanAir Controller (802.11ac)
- B. 6 Cisco 9130 AXI (802.11ax)
- C. 5 Cisco Catalyst 9300 48 port
- D. 1 CyberPower 10,000 VA 200-240V
- E. 2 CyberPower PDU 41008

C. SCOPE OF SERVICES:

This RFP seeks to identify the Proposer that best meets the needs of the WRWA and provides innovative, professional, streamlined, functional, and successful practices to assist Trust with WLAN Replacement and Operations and Maintenance Services. The existing WLAN requires replacement to meet current technology standards.



The Trust requires the use of the most current Wi-Fi technology that will enable the Trust Wi-Fi system to provide world-class Wi-Fi service to the system users over the term of the contract. The successful Proposer is expected to upgrade the Wi-Fi system technology for the life of the WLAN system management contract, to meet changing bandwidth demands and changing technological standards. The Trust requires the successful Proposer to deliver and maintain a Wi-Fi system that provides travelers through WRWA with consistent Wi-Fi data download capability benchmarked quarterly to fall within the top 20 U.S. airport Wi-Fi global broadband speed test rankings, as measured by airport Wi-Fi ranking organizations such as Ookla, over the term of the contract.

The WLAN services are to be provided throughout all of the public areas of the WRWA terminal environment (interior) and also on the interior of the Consolidated Rent-A-Car ("ConRAC") Facility, as well as the bus pickup area in front of the ConRAC Facility.

Additionally, the Trust requires Proposers to respond to the Special Questionnaire and submit their qualifications to address a potential future expansion of the Trust wireless environment with an implementation of an indoor/outdoor Citizens Band Radio Services ("CBRS") system and indoor Distributed Antenna System ("DAS"), which is anticipated to cover various operational areas, both indoors and outdoors, including wide-spread campus locations. Such service is not a part of this RFP.

The Professional Services with Trust is anticipated to commence on June 1, 2024, and may consist of two agreements: a one (1) year term (Installation Agreement) and a five (5) year agreement for WLAN operations and maintenance. The successful Proposer will be required to provide WLAN Services consistent with the Sample Agreement (s). These agreements are intended to run sequentially, though the Trust reserves the right to alter this intended course at any time and in any way.

Upon contract termination, all installed hardware and cabling systems shall become the sole property of Trust.

The successful Proposer shall meet with the Director of Airports ("Director") and appropriate Department of Airports ("DOA") staff members, upon commencement of the Professional Services Agreement and throughout the term, to review and discuss performance and business issues as needed, in order to achieve the objectives of the Trust, but not less than monthly with DOA IT personnel.

D. REQUIREMENTS:

1. WLAN System Design:

1.1 WLAN Replacement System:

- 1.1.1 Provide system design services and associated design document package.
- 1.1.2 Conduct a Radio Frequency (RF) survey to identify the following:
 - 1.1.2.1 Potential interference from other WLANs and/or other RF sources
 - 1.1.2.2 Define access point placement to ensure consistent WLAN signal strength



- to support uninterrupted Passpoint and Fast Roaming
- 1.1.3 Conduct system design review sessions with the Trust.
- 1.1.4 Provide an Implementation Plan.
 - 1.1.4.1 Implementation Plan shall
 - 1.1.4.1.1 Address the implementation approach, activities, risks, and risk mitigations.
 - 1.1.4.2 Ensure the implementation minimizes disruption to the operation and performance of existing WLAN through cooperation with the current provider
- 1.1.5 Obtain the Trust's written approval of the system design package and Implementation Plan prior to ordering components and initiating deployment activities.
- 1.2 Provide current technology Wireless Access Points ("WAP") that provide usage longevity and a growth path for future passenger device usage (i.e., 2.4/5/6GHz device users) with the following capabilities, but not limited to the following:
 - 1.2.1 Provide Wi-Fi 6E WAPs (802.11ax compliant, with 6GHz radios)
 - 1.2.2 Provide 802.11u/r capabilities (e.g., Passpoint/fast Wi-Fi roaming)
 - 1.2.3 Provide dual CAT-6A cables to each Wi-Fi 6/6E WAP
 - 1.2.4 Provide data connectivity to both WAP data ports, to ensure redundancy of operation and ability for the Wi-Fi 5/6 GHz radios to properly operate. To be discussed as part of Proposer and Trust design review.
 - 1.2.5 Capability to perform over-the-air packet capture (implemented with associated server)
 - 1.2.6 Built-in sensors to capture air quality, humidity, and temperature
 - 1.2.7 Integrated BLE 5 in 802.11 ax APs
 - 1.2.8 Multiple radio technologies (Zigbee, Thread, etc.)
 - 1.2.9 Support gateway technology for IoT devices and applications
 - 1.2.10 Flexible Radio Assignment (FRA)
 - 1.2.11 Provide ability to analyze the RF environment to select best channels and channel widths
 - 1.2.12 With dual radios (i.e., 2.4 GHz and 5 GHz or Dual 5 GHz radios), ability for one radio to scan for attacks, RF interference, and rogue devices, while the other radio simultaneously delivers service.
 - 1.2.13 Analyze the operating environment and determine if a 2.4 GHz radio is required to provide service to passengers.
- 1.3 Provide all equipment, hardware, components, cabling, wiring, software, and software licensing required to support the WLAN requirements, through the end of the contract.
 - 1.3.1 Ensure central core switches are designed such that they are not a single point of failure.
 - 1.3.2 Ensure WLAN controllers are designed such that they are not a single point of failure.
 - 1.3.3 Ensure redundancy is designed into the major system components so that no single



piece of equipment can cause the whole system to fail.

- 1.3.4 Provide PoE switches with a minimum of 10% installed spare port, UPS and wiring capacity in each wiring closet.
- 1.3.5 In the event main power is interrupted, the Uninterruptable Power Supply “(UPS)” systems power to the WLAN components shall remain uninterrupted for a continuous period of 15 minutes.
- 1.3.6 Provide the following services:
 - 1.3.6.1 Provide Location-Based Services (“LBS”)
 - 1.3.6.2 Provide a Wi-Fi network optimized to support Wi-Fi roaming and Passpoint (802.11u and 802.11i) capability with sufficient coverage to provide uninterrupted voice communication coverage (i.e., off-loading of cell phone service to the Wi-Fi system) from a passenger’s entry to the Trust facilities through to the gate. The Trust intends this functionality to enhance passenger cell phone reception without having to implement a DAS until a later date.

1.4 Provision of Internet connection.

- 1.4.1 Provide dual internet connections, geographically separated to ensure continuation of service in the event of cable damage.
- 1.4.2 Provide dual internet connections from separate Internet Service Provider (“ISP”) to prevent total disruption of ISP service.
- 1.4.3 Provide sufficient bandwidth to support anticipated bandwidth usage (shall not be less than 200 Mbps download speed per user), to include increased Wi-Fi call usage.
- 1.4.4 Annual reviews with DOA IT personnel to increase available bandwidth as demand increases over the life of the contract.

1.5 Equipment Longevity/Technology Refresh

- 1.5.1 The initial new equipment installation shall use current network equipment technology (i.e., having been commercially available no longer than two years, from the date of installation) for APs, PoE switches, and WLAN controllers) to ensure initial equipment longevity over the life of the five-year contract, without having to replace APs, PoE switches, or WLAN controllers during the initial 5-year term.
- 1.5.2 No network equipment to be installed shall have a manufacturer defined end of life (EOL) less than 5 years.
- 1.5.3 Exceptions will be made to items 1.5.1 and 1.5.2 above, on a case-by-case basis, as mutually agreed between the Proposer and DOA IT personnel.
- 1.5.4 Develop and implement a Technology Refresh Plan in cooperation with DOA IT personnel:
 - 1.5.4.1 The Refresh Plan basis shall consist of existing Trust inventory plus new proposed hardware/software
 - 1.5.4.2 The Refresh Plan shall encompass all WLAN hardware and software.
 - 1.5.4.3 The Refresh Plan shall ensure, but not be limited to, a schedule to replace



outdated, end-of-life equipment, and/or equipment that will become incompatible with other newer equipment/software, to ensure security integrity, and proper system operation and performance.

1.6 Download/upload performance

- 1.6.1 Minimum download speed during heavily congested hold room conditions shall not be less than 200Mbps, with corresponding upload speeds.
- 1.6.2 During annual system reviews, or as deemed necessary by Trust personnel, speeds shall be adjusted higher to meet increased demand for wireless service.
- 1.6.3 See Appendix XX for current public Wi-Fi statistics.

1.7 Coverage. Proposer shall provide reliable wireless communications throughout all the Trust Terminal areas frequented by passengers.

- 1.7.1 Identify high occupancy areas and low occupancy areas, and position wireless access points to ensure excellent Wi-Fi signal coverage and capacity for both occupancy types. High occupancy areas are those areas where large concentrations of passengers occur (e.g., Bag claim, check-in/ticketing, and hold rooms).
- 1.7.2 AP installation requirements:
 - 1.7.2.1 Max spacing between APs of 50 feet. This requirement is intended to assure that Passpoint and Fast Roaming capabilities work properly. This requirement is subject to agreed modification during the design review with DOA IT personnel.
 - 1.7.2.2 All APs shall be mounted below 15 ft where practicable (for maintenance purposes)
 - 1.7.2.3 All user devices must be within range of at least three audible APs at all times.
 - 1.7.2.4 Estimated maximum number of WLAN users is 190 users across three gate hold rooms. (This calculation is based upon 250 users with an estimated 75% of those 250 actually using the WLAN system.)

1.8 Quality of Service QoS

- 1.8.1 QoS shall be monitored daily
- 1.8.2 The Proposer shall provide access to Key Performance Indicators (KPIs) to include but not be limited to:
 - 1.8.2.1 Key component uptimes (i.e., WLAN Controller, PoE Switches, APs, Core distribution switches).
 - 1.8.2.2 Bandwidth and throughput
 - 1.8.2.3 Signal strength
 - 1.8.2.4. Latency

1.9 Landing Page

- 1.9.1 Shall capture the language setting from the browser
- 1.9.2 Support secure and user-friendly access authentication using Single Sign-On from popular accounts such as, but not limited to, Google, Yahoo, Facebook, LinkedIn,



etc.

- 1.9.3 Offer language toggle
- 1.9.4 Enable administrator push notifications and alert banners
- 1.9.5 Provide screen space for Trust functions, such as, but not limited to, customer loyalty programs, Chat capability, airport surveys, other services.
- 1.9.6 Provide proximity-based alert capability.

1.10 Future Additional Services

Future service requirements are provided below with the desire that the Proposer will describe their planned ability to meet these at a future time. *See the Minimum Qualifications Section for additional considerations on these services.*

- 1.10.1 The Trust anticipates the future implementation of a 5G Citizens Band Radio Services (CBRS) private wireless network. The Proposer should have the ability to meet the future deployment needs of the Trust, should the Trust, at its sole discretion, choose to use this contract to acquire a CBRS installation.

- 1.10.1.2 The private wireless network will enable network connectivity across the entire campus, in places such as on the ramp (past the plane tail), out on the perimeter, mobile data gathering, expand the Trust network and public Wi-Fi and other yet to be defined use cases.

- 1.10.1.3 The network will be scalable as the needs of the Trust change and be able to connect devices such as, but not limited to – CCTV cameras, access control systems, airline ramp mobile devices, and others.

- 1.10.1.4 It is anticipated that the CBRS network will be managed by the Proposer, while allowing the Trust to manage, operate and receive status of the CBRS provisioned extensions of the current Trust network.

- 1.10.2 The Trust anticipates the future implementation of a Distributed Antenna System (DAS), should the Trust, at its sole discretion, choose to use this contract to acquire a DAS installation.

- 1.10.2.1 The DAS will be Neutral Host, unless otherwise stated by the Trust.

- 1.10.2.2 The DAS shall meet or exceed RF signal coverage, quality, and performance specifications from each wireless service provider (WSP) using the DAS to deliver clear, strong cell phone signals throughout normally passenger occupied areas, any cellular dead zones on the campus, and any other operational areas desired by the Trust.

2. **Installation Requirements:** This section's requirements shall be discussed with DOA IT personnel for mutual agreement during the design phase, as discussed in section 1.1 above.

- 2.1 Provide an implementation plan, as part of final negotiations, to be mutually agreed upon, for the implementation of the new WLAN.
- 2.2 Develop a Wi-Fi system test plan in cooperation with the DOA IT personnel, to be used for final acceptance.
- 2.3 Provide all necessary mounting hardware to include, but not be limited to, brackets, ceiling mount hardware, J-hooks, wall mount hardware, etc. for installation of the WAPs



- and cabling.
- 2.4 Provide all necessary racks with power distribution units (PDUs) to house rack mounted equipment.
- 2.5 Install all associated hardware and mounts in accordance with the governing City building codes and Trust facility guidelines.
- 2.6 Provide and install any additional conduit, enclosures, power panels and associated power wiring as required to implement the Wi-Fi network.
- 2.7 When implementing new power systems, ensure sufficient spare capacity is available to support future upgrades, such as a CBRS installation.
- 2.8 Provide any necessary scissor lifts, ladders, etc. required to mount the WAPs and install cabling.
- 2.9 Acquire and install the Wi-Fi equipment according to a mutually agreed schedule. The Trust reserves the right to acquire the necessary equipment the Proposer identifies as required to achieve the replacement/implementation.
- 2.10 Unpack and verify proper operation of all acquired Wi-Fi system components. Proposer is responsible for proper disposal of packing materials and construction and installation debris.
- 2.11 Pack and ship any items to be returned for replacement.
- 2.12 Install the PoE edge switches, wireless controller operating systems, and other major system components including the wireless access points, to provide an operational WLAN system.
- 2.13 Test the completely installed system and ensure proper operation of the Wi-Fi system and end components according to the mutually agreed Test Plan.
- 2.14 The existing Wi-Fi system availability shall be maintained, with an agreed degree of degradation with DOA IT personnel, during the upgrade period.
- 2.15 Comply with Trust defined construction work hours.

3. System Operation, Maintenance and Management:

- 3.1 Upon contract award, immediately commence coordination with current WLAN provider to coordinate transition from old WLAN to new WLAN.
- 3.2 Provide WLAN system operation, maintenance, and management functions through the duration of the Operations and Maintenance contract.
- 3.3 Comply with Trust physical security requirements to include, but not be limited to the following:
 - 3.3.1 Security badge requirements
 - 3.3.2 Federal Inspection Area ("FIS") access requirements
 - 3.3.3 Handling of Trust and City Proprietary, and Confidential information.
 - 3.3.4 Handle SSI information in accordance with C.F.R. Part 1520 in the maintenance, safeguarding, and disclosure of records and information that falls into the SSI category.
- 3.5 Develop a partnering relationship with the Trust to develop, trial and implement additional use cases.



- 3.6 Provide landing page support to Trust personnel and authorized contractors including, but not limited to, Trust web development, Trust surveys, parking concessions, as required.
- 3.7 Provide and perform maintenance according to a Service Level Agreement (SLA) as defined in Section 7 of these requirements, or as mutually agreed.
- 3.8 Provide an 800 or equivalent Trouble Call line for passengers to receive assistance in connecting to the WLAN.
- 3.9 Provide a monthly maintenance report to identify all outages, and maintenance activities performed.

4. Provide Reporting and System Usage Visibility:

- 4.1 Provide the Trust with a monthly usage report detailing usage of each device type and the average speeds obtained by the device type.
- 4.2 Provide the Trust with access to a data analytics capability to view key performance characteristics, such as, but not limited to the following:
 - 4.2.1 Passenger Personally Identifiable Information (PII)
 - 4.2.2 E-Mail validation, Phone, Opt-in text
 - 4.2.3 Location/Dwell times
 - 4.2.4 Unique Device ID
 - 4.2.5 Device UID
 - 4.2.6 Customer web traffic
- 4.3 The Trust shall own the data associated with the WLAN. This includes, but is not limited to, system data, maintenance data, management data, procurement data, usage data.
- 4.4 WLAN data shall not be used by the Contractor without the express permission of the Trust.
- 4.5 The Trust shall have direct access to this data on a real-time basis.
 - 4.5.1 Explain the Proposer's experience in such arrangements and how this would work with the proposed Trust installation.
 - 4.5.2 Direct access via licenses provided by Proposer or alternate no cost methodology are acceptable.

5. Offset Implementation/Operations and Maintenance Costs:

- 5.1 The Trust expects that revenue streams available from industry agreements, fees, and services provided to tenants and concessionaires shall cover, to the greatest extent possible, implementation costs, operations, and maintenance costs, and provide the Trust with revenue.
- 5.2 Provide and implement opportunities, as approved by the Trust, to monetize the WLAN system without interfering with passengers' usage of the system. For example, other than accepting legal terms of usage, no videos or commercials, or multiple click throughs are to be required to be viewed prior to usage being granted. However, the splash page can have links to offers, surveys or that can provide other airport-related information that a visitor may choose to click, or not, without impeding their access to the free Wi-Fi. Free



Wi-Fi shall not have differentiated download/upload speeds; it shall all be homogenous and premium in quality.

6. Cyber Security Requirements:

- 6.1 The selected Proposer(s) shall incorporate industry IT security best practices to ensure WLAN user protection, but not be limited to the following:
 - 6.1.1 Required firewall functionality:
 - 6.1.1.1 Automated Threat Intelligence (Proprietary/Open Source)
 - 6.1.1.2 Intrusion Detection/Prevention
 - 6.1.1.3 Distributed Denial of Service (“DDoS”) Protection
 - 6.1.1.4 VPN remote monitoring connectivity
 - 6.1.1.5 Malware Detection/Protection
 - 6.1.1.6 Security Analytics and Logging
 - 6.1.1.7 Regular backups of key components operating systems and collected system and PII data
 - 6.1.2 Patches/updates shall be bench-tested prior to implementation to avoid system outages.
 - 6.1.3 Ensure the latest operating system and firmware patches have been applied to all components monthly unless emergency patches are required.
 - 6.1.4 Log all security related events, including unauthorized attempts to access privileged services, and report them as agreed with the Trust. For example, security events can be categorized as low priority, medium priority, and high priority. The Trust will require reporting as mutually agreed.
 - 6.1.5 The Proposer shall acquire commercial cyber security risk insurance to cover the Trust and Proposer.
 - 6.1.6 All monetization efforts and use of the wireless system for eCommerce shall comply with all Oklahoma and Federal Privacy laws as well as laws regarding Personal Identifiable Information (“PII”), Payment Card Industry Data Security Standard (“PCI DSS”) Merchant Level 1 and 2 and Health Insurance Portability and Accountability Act (“HIPAA”) Privacy and Security Rules.
 - 6.1.7 The system shall support future wireless security standards Wi-Fi Protected Access 3 (“WPA3”) for user protection.
 - 6.1.8 Security appliances shall ensure system integrity and protection from external security threats.
 - 6.1.9 Provide security monitoring capability to monitor for security events and enable mitigation of security events.
- 6.2 The Proposer shall describe their proposed methodology for providing data backups which align with generally accepted industry standards.



7. Service Level Agreement:

7.1 The following Service Level Agreement shall be used to provide break/fix service, unless otherwise negotiated:

TRUST WIRELESS SLA			
	REPORTING	START WORK	RESTORE TIME
	24 hours a day 7 days a week 365 days a year		
Severity 1 Complete System Failure.	24/7/365	Within 15 minutes	4 hours
Severity 2 Outage affecting more than 10% of APs.	24/7/365	Within 30 minutes and start to diagnose the outage. Will work continuously to correct outage	8 hours
Severity 3 Non-service impacting. Intermittent errors on APs – may cause service degradation.	24/7/365	Will correct the issue and report findings to Trust within 5 business days.	5 business days
Severity 4 Non-service impacting issues such as: System upgrades/updates required to keep the system up-to-date. If the upgrade/update is an emergency upgrade/update to keep the system operational, it shall be treated as a Severity 1 event.	24/7/365	Within 2 days (unless an emergency) and provide progress reports within 5 business days.	5 business days



- 7.2 The Contractor shall submit a call list with names, primary and secondary telephone numbers of the Contractor's key personnel and all assigned staff at contract initiation, and within 24 hours of significant changes in Contractor's personnel and contact information.

SEE THE ATTACHED SAMPLE AGREEMENT FOR ANTICIPATED FURTHER REQUIREMENTS AND DETAILS.

E. NON-MANDATORY VIRTUAL PRE-PROPOSAL:

A non-mandatory virtual pre-proposal meeting will be held at the date and time provided within the Estimated Timeline at 10:00 a.m. CST via Microsoft Teams. Interested attendees are required to RSVP to Grace Clayton (grace.clayton@okc.gov) to register your intention to attend this meeting. You must attend, no later than the date listed in the Estimated Timeline chart below, with full names and email addresses of each attendee, and the subject line of "RSVP RFP-OCAT-2402A-WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES". The purpose of the meeting is to discuss the request for proposal and proposal documents. Trust is not bound by any oral statements made at the meeting. Any changes to the request for proposal documents and terms and conditions contained herein are only effective when made by written addenda.

F. ESTIMATED TIMELINE:

EVENT	DAY	DATE	TIME
Request for Proposals Issued	Friday	3/29/24	8:00 a.m.
RSVP for Non-mandatory Virtual Pre-Proposal meeting	Tuesday	4/9/24	5:00 p.m.
Non-mandatory Virtual Pre-Proposal meeting	Friday	4/12/24	10:00 a.m.
Technical questions due	Tuesday	4/16/24	12:00 p.m.
Proposals due to the City Clerk's Office	Wednesday	5/1/24	4:00 p.m.
Interviews/clarifications, if desired by Trust	Mon-Fri	5/13/24 – 5/17/24	TBD
Selections/Award of Contract/Agreement	Thursday	5/23/24	9:00 a.m.

Note: Except for the proposal due date, all dates are tentative and subject to change. All times are Central Standard Time (CST).

G. PROPOSAL SUBMITTAL REQUIREMENTS:

The Proposer shall provide a detailed written proposal with accompanying information that demonstrates the Proposer's capability to meet the requirements and provide the services requested. Proposer's response should address each section below and each section should be identified and presented in the same order to ensure the RFP selection committee considers the same information on each proposal. The Proposer shall provide a detailed response to the Proposer's Response Form which is required for the Proposer to be a responsive and qualified Proposer.



1. Cover Letter:

Identify the legal name of the proposing company, identify any ACDBE status with the Oklahoma Department of Transportation, describe the ownership/type of corporate structure (include the name of any parent company), Federal Tax ID, include the Proposer's complete mailing address, phone number, and e-mail address. Indicate how the company is organized such as a sole proprietorship, privately or publicly held company, or limited liability company, state of organization for the entity and if Proposer is authorized to do business in the State of Oklahoma. The letter must be on business letterhead and signed by an authorized agent who can legally bind the Proposer.

2. Qualifications:

2.1. Minimum Qualifications:

2.1.1. Wireless Experience

2.1.1.1. Five (5) or more years of experience in a venue, (e.g. airport environment, or equivalent venue) to implement and operate a Wi-Fi system design and operation and maintenance, or

2.1.1.2. Five (5) or more years of experience on projects with a similar or greater degree of complexity to the scope of the project described in this RFP.

2.1.2. Additional Services Experience

2.1.2.1. Distributed Antenna System (DAS.) The Trust is seeking a wireless system provider that also has experience installing, operating and maintaining a DAS, in the event the Trust will use this contract to acquire a neutral host DAS for implementation at OKC. The Trust intends implementing a neutral host DAS, at a later date, to provide excellent cellular phone service to OKC passengers and support other operational needs.

2.1.2.1.1. Experience. Proposer should have five (5) or more years of experience providing DAS services in an airport environment or similar equivalent venue. Proposer will be evaluated on the number of completed and successful projects in which Proposer has implemented and operated an indoor/outdoor DAS. If the Proposer does not meet this qualification, please describe all relevant experience.

2.1.2.1.2. References. Provide Proposer's current, contactable references for an indoor DAS systems implementation and operation services.

2.1.2.2. Indoor/Outdoor 5G Citizens Band Radio Services (CBRS) Private Wireless System. The Trust is seeking a wireless system provider that also has experience installing, operating and maintaining a CBRS, in the event the Trust will use this contract to acquire a CBRS system for implementation at OKC. The Trust intends implementing a CBRS system, at a later date, to provide CBRS connectivity in support of numerous operational needs, such as: airline ramp operations; airport perimeter security; wide area connectivity; and other Trust operational requirements.



- 2.1.2.2.1. Experience. Proposer should have five (5) or more years of experience providing CBRS services in an airport environment or similar equivalent venue. Proposer will be evaluated on the number of completed and successful projects in which Proposer has implemented and operated an indoor/outdoor CBRS Private Wireless System. If the Proposer does not meet this qualification, please describe all relevant experience.
- 2.1.2.2.2. References. Provide Proposer's current, contactable references for indoor/outdoor CBRS Private Wireless System implementation and management.
- 2.1.3. Proposer Company History
 - 2.1.3.1. Provide a detailed company history, including, but not limited to, any actual or proposed changes in the ownership or management of the company that has occurred within the last five (5) years, or that is anticipated within the next five (5) years.
 - 2.1.3.2. Provide relevant information about the Proposer's knowledge and experience including specific personnel WLAN Services experience that would be assigned to the Project Team. Proposer should provide examples of any experience including a description of the work, cost of the project, and a list of references.
- 2.1.4. Key Personnel
 - 2.1.4.1. Resume for Project Manager, Design team lead, Operations and Maintenance team lead, on-site system maintainer/operation (collectively "Key Personnel").
 - 2.1.4.2. Location from where each Key Personnel would provide service.
 - 2.1.4.3. Provide relevant information on the Project Team that would be managing Trust's account with complete contact information, titles, office locations, and phone numbers. Please list the qualifications and/or resumes of the team members assigned to work with Trust and describe how the Proposer would ensure the Project Team's availability to complete the work requested in this RFP.
- 2.1.5. Security
 - 2.1.5.1. Demonstrate ability to meet the Trust and FAA security access badge requirements.
- 2.1.6. Team organization
 - 2.1.6.1. Provide Team organization for Design/Implementation Phase
 - 2.1.6.2. Provide Team organization for Operations and Maintenance Phase
- 2.2. Service Qualifications:**
 - 2.2.1.** The Proposer shall provide appropriately experienced employees whether by direct employ or sub-contract in the disciplines as required. All personnel provided must be sufficiently trained, knowledgeable, and service-oriented personnel to efficiently and effectively manage the work requested in this RFP. All employees of the awarded proposer shall have sufficient skill and experience to properly perform the work assigned to them.

3. Customer References:

Provide at least three (3) customer references, including no less than two (2) current clients, who have used your company's services for similar projects including government agencies



and airports. Three contactable references of current clients of the Proposer's WLAN Services, which receive similar WLAN Services, shall be submitted to include contact name, address, phone number, and email. Trust is not to be included as a reference.

4. Products, Solutions and Deliverables:

Proposer must provide a WLAN Design, Development, and Deployment Plan which details each of the following phases and includes a timeline for each phase in the form of Exhibit E to the Sample Agreement:

- Strategy and Planning
- Design
- Acquisition of Components (Active components and cable plant)
- Testing
- Cutover Plan from Old System to New System
- Implementation/Final Testing
- Operations and Maintenance Plan

Proposer must include the Wireless Implementation and Operations and Maintenance solutions, identified above in Section C. Scope of Services, within the WLAN Services, WLAN Replacement, and Operations and Maintenance Deployment Plan in the form of Exhibit F to the Sample Agreement.

Proposer must provide any updated and new airport-related modules available such as, parking capacity in real-time, Transportation Security Administration wait times information, or any other modules the Trust has not identified within this RFP for WRWA only.

Proposer should provide any other services the Proposer is capable of offering, that could benefit Trust, but that may not be listed here.

5. Warranty:

Provide information regarding warranty of services.

Provide information regarding ongoing WLAN optimization and maintenance through the term of the Professional Services Agreement for WLAN Services. Please provide details of the Proposer's services related to continuous support, maintenance services, regular monitoring of the WLAN, testing of WLAN functionality, updates involving security patches to prevent possible breaches and downtime, etc.

6. Pricing for the new WRWA Wireless Implementation Maintenance Services:

Proposer must submit a pricing proposal for the WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES in the form of Exhibit G to the Sample Agreement. Hourly rates provided should be fully loaded hourly wages for direct labor costs for each Project Team member.

Propose any other fees associated with the WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES or additional services not previously identified.



7. General Forms and Other Documents:

The electronic bidding system will require you to acknowledge that you have reviewed the General Instructions and Request for Proposers an Open Records Act requirements document by entering your electronic signature. The Non-Discrimination Statement, Non-Collusion Affidavit and Vendor Registration Form must be completed prior to contract award.

H. ADDITIONAL REQUIREMENTS AND INFORMATION:

1. Clarification:

Proposers should thoroughly examine all documents as set forth in this RFP. If there is any doubt or uncertainty as to the meaning of the same, Proposers may ask for an explanation or clarification **before** submitting a proposal.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon, including those made at the pre-proposal meeting.

Proposers must submit all requests for explanation, clarification or technical questions regarding this RFP through the Periscope electronic bidding system, located at <https://www.periscopeholdings.com/bidsync/the-city-of-oklahoma-city>, by the date and time listed herein Part E. Estimated Timeline of this RFP. Answers to all questions not already addressed in the RFP document will be provided in the form of addenda, including answers to questions addressed at the non-mandatory pre-proposal meeting.

2. Addenda:

There is no guaranty Trust will agree or comply with a requested amendment. However, if it becomes necessary to revise any part of this RFP or Sample Contract, an addendum will be issued through the electronic bidding system. Trust is not bound by any oral representation, clarifications, or changes unless the same is provided to proposers in written addendum form from Trust.

It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposal will not be accepted if all addenda are not acknowledged through the system. If you are set up for electronic notifications through the system, you will receive a notification by e-mail if any addenda are issued. No other statements or representations will be binding on Trust except those in this RFP and any written addenda issued by Trust.

3. Exceptions and Deviations:

Any exceptions or deviations to the terms and conditions, procedures, scope, type, and frequency of services and specifications to those listed in this RFP shall be submitted in Periscope during the Questions and Answer period, including exceptions to the Sample Agreement, included herein. Failure to do so shall be construed to mean that the Proposer propose to provide the WLAN Services exactly as described, and in full compliance with all



terms and conditions of the RFP.

4. Altering Proposals:

Proposals cannot be altered or amended after the submission deadline; however, the selection committee may request clarification or additional information from any, some, or all proposers.

5. Undue Influence:

Upon advertising this solicitation, no officer, employee, agent, or representative of the Proposer shall have any contact or discussion, verbal or written, with any representative of Trust (i.e. Trust Officer, City Council member, or City staff) either directly or indirectly through others in which the Proposer seeks to influence any representative of Trust regarding any matters pertaining to this solicitation. All questions or information about this RFP process should be submitted through the Periscope portal for Questions and Answers.

Contacts by the Proposer with Trust that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with Trust by the Proposer employees acting in their personal capacity;
- Business contacts outside of this solicitation that Trust may have with the Proposer;
- Presentations and/or responses to inquiries initiated by Trust;
- Pre-proposal conferences; or
- Discussions with the departmental contact as outlined in the Clarifications section above.

If a representative of any Proposer violates the foregoing prohibition by contacting any of these parties, it may result in the Proposer being disqualified from the proposal process.

6. Submittal Order of Actions:

Trust will receive electronic proposals until the Bid Opening identified within the RFP's timeline, located in Part E. Estimated Timeline. Responses can be uploaded into the electronic bidding system in one file or in different files clearly labeling what is contained in each electronic file. **DO NOT SUBMIT ZIP FILES.**

- a. *First*, **electronically** complete the Non-Discrimination Statement and Non-Collusion Affidavit;
- b. *Second*, electronically acknowledge the General Requirements, Instruction for Proposers, and Oklahoma Open Records Act and Confidential Information;
- c. *Third*, attach Cover Letter of Submittal;
- d. *Fourth*, upload all other required Proposal information and compile them in the order listed in Part G. Proposals Submittal Requirements; and
- e. *Fifth*, attach a copy of any exceptions/deviations made to the contract documents and requirements of this RFP.



7. Order of Precedence:

In the event of an inconsistency between provisions or documents contained in this RFP, the inconsistency during the RFP process shall be resolved by giving precedence in the following order: (i) Proposal Specifications, (ii) Notice to Proposers, and (iii) General Instructions and Requirements for Proposers. Upon approval of the contract, contract terms will take precedence over the RFP provisions.

I. EMPLOYEE BADGING AND BACKGROUND CHECKS:

1. Requirements:

Service Provider shall be responsible for requesting the issuance of Airport security badges to all officers, invitees, employees, suppliers, contractors, and agents who will be employed in the terminal building or will need access to secured areas at the Airport. Service Provider's officers, invitees, employees, suppliers, contractors, and agents must abide by all applicable security regulations of the Department of Airports (DOA), Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA). Any of Service Provider's officers, invitees, employees, suppliers, contractors, and agents who require unescorted access to any secured areas of the Airport where access is controlled must make application for, and wear, the properly designated Airport security badge. Those employees or contractors seeking access to secured areas must submit a set of fingerprints for a Criminal History Records Check (CHRC) conducted by the Federal Bureau of Investigation (FBI) as required by TSA Regulation Part 1542. In addition, the applicant must submit biographical information for a Security Threat Assessment (STA) conducted by the TSA. At the time the application is made, Service Provider shall be responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge. The current fee for fingerprinting is \$35.00 per person. The current cost of an initial security badge is \$20.00 per person. Upon a satisfactory completion of the CHRC and STA, the applicant must then attend a security badging session to receive training and have a security badge issued.

2. Lost, Stolen Badges, or Termination of Employment:

Service Provider shall or cause its officers, invitees, employees, suppliers, contractors, and agents to: (a) immediately report lost or stolen security badges; (b) immediately return security badges of all personnel transferred, or terminated, from Airport assignment; (c) immediately return all security badges of personnel terminated from the Service Provider's employment; (d) immediately return all security badges upon termination or cancellation of this Agreement; and (e) immediately report to the Director or his designated representative the names of all persons from whom Service Provider is unable to obtain the return of security badges.

3. Renewal of Badges:

Upon expiration of any badge, Service Provider shall ensure that all officers, invitees, employees, suppliers, contractors, and agents timely renew their badge and pay the then applicable badge renewal fee which is currently \$15.00 per person.

J. CIVIL PENALTIES:

1. Assessment:



Service Provider shall be responsible for any civil penalties which may be assessed upon it, or the Trust, or the City, for violations occurring at the Airport by Service Provider, its officers, invitees, employees, suppliers, contractors, and/or agents. Should a civil penalty assessment be made to Service Provider, the Trust, or the City as a result of the actions of Service Provider, its officers, invitees, employees, suppliers, contractors, and/or agents, the Trust shall also charge and bill Service Provider a processing fee of two hundred fifty dollars (\$250.00) plus the amount of any civil penalty. Service Provider shall pay Trust such amount immediately upon receipt of such invoice.

2. Indemnification:

In this regard, Service Provider will indemnify, defend and hold the Oklahoma City Airport Trust and the City of Oklahoma City harmless from and against any claims, suits, causes of action, costs and fees, including attorney's fees, arising from or connected with any such civil penalty assessment, or claim of such civil penalty assessment. This provision shall survive the termination of this Agreement.

K. SELECTION PROCESS:

1. Proposal Evaluation Process:

Each proposal will be independently evaluated by a Selection Committee. The Selection Committee may make its recommended selection based on the written proposals received, and may, at its discretion, conduct oral interviews with some or all of the Proposers. The Selection Committee will report the results of its evaluations and make its recommendation to OCAT's governing body. OCAT will either approve the recommended Proposer(s), select different Proposer(s), or decline to contract with any Proposer(s).

2. Selection Criteria:

Proposers will be evaluated for selection based on their overall responsiveness and ability to meet listed requirements of the RFP. Emphasis will be placed on the following criteria (in no particular order or weight):

[Remainder of page intentionally left blank]



Below is the example grading criteria.

Grading Criteria
Item 1 – Design (25 points)
Provide 6/6E APs design as required, to obtain proper coverage.
Provide wired components and associated cabling design for the WLAN to operate properly, with 10% growth capacity in each wiring closet when installed.
Ensure redundancy is designed into the major system components so that no single piece of equipment can cause the whole system to fail.
Provide for dual internet connections to ensure redundancy of WLAN operations, and ability to enhance system capacity over the contract life without having to replace key hardware.
Provide consideration in the proposal for incorporation of a potential future private wireless and/or DAS system.
Ensure minimum download speeds are achieved (200+ Mbps).
Ensure Passpoint and W-Fi roaming are incorporated into the design.
Provide a proposal that ensures equipment/software longevity as addressed in item D.1.2 .
Item 2 – Installation (20 points)
Provide an implementation plan, as part of final negotiations, to be mutually agreed upon, for the implementation of the new WLAN.
Acquire and install all necessary cabling, mounting hardware, conduits, enclosures, power systems, and racks required to implement the WLAN
Acquire, unpack, test, install operating systems, firmware updates necessary to make the new WLAN equipment operational, as directed by Trust personnel.
Develop and use a WLAN test plan in conjunction with Trust personnel
Test the completely installed system and ensure proper operation of the Wi-Fi system and end components according to the mutually agreed Test Plan.
Ensure the existing WLAN remains operational as mutually agreed to minimize impact on the WLAN users. Comply with Trust defined allowed construction hours.
Item 3 - Operations and System Management (15 points)
Upon contract award, immediately commence coordination with current WLAN provider to coordinate transition from old WLAN to new WLAN.
Complies with Trust security requirements
Partners with Trust to provide mutually agreed SLAs and assistance to Trust and WLAN users.
Provide an 800 or equivalent Trouble Call line for passengers to receive assistance in connecting to the WLAN.



Item 4 - System Reporting (5 points)
Provide the Trust with regular system performance statistics and other reports as required. The Trust shall have direct access to this data on a real-time basis.
Item 5 – Provide Revenue Streams (5 points)
Provide existing and new revenue opportunities to defer O&M costs.
Item 6 – Cyber Security Requirements (5 points)
Complies with Trust, City, State and Federal Cyber security requirements.
Provide comprehensive WLAN security proposal that includes all necessary hardware and software to ensure system security integrity.
Item 7 – Reference Section G.2. Experience and Qualifications (10 points)
Wireless
Private Wireless (CBRS) and DAS Implementation/Operation
Item 8--Cost Proposal (15 points)
RFP EVALUATION TOTAL (100 points)
Item 9 - Administrative Requirements (pass/fail)

L. TERMS AND CONDITIONS:

1. Right to Accept or Reject:

Trust reserves the right to accept or reject in part or in entirety any or all proposals, or to cancel in part or in entirety the RFP for any or no reason.

2. Clarification:

Trust reserves the right to request clarification of information submitted and to request additional information from any or all of the proposers.

3. Proposal:

Any proposal submitted shall constitute an irrevocable offer to provide the WLAN Services set forth in these specifications until a selection is made by Trust.

4. Termination:

If, for any reason, the successful Proposer shall fail to fulfill in a timely and proper manner, the obligations agreed to, Trust shall have the right to terminate the contract without cause by specifying the date of termination in a written notice to the successful Proposer at least 30 working days before the termination date. The successful Proposer shall be entitled to just and equitable compensation for any satisfactory work completed.



5. Contract Forms:

Any agreement or contract resulting from the acceptance of a proposal shall be in a form approved by Trust and shall contain, at a minimum, applicable provisions of the Request for Proposals, and the proposal shall be incorporated by reference. Trust reserves the right to reject any agreement that does not conform to the Request for Proposals and requirements for agreements and contracts.

6. Assignment of Interest:

The successful Proposer shall not assign any interest, obligation, or benefit under or in the agreement and shall not transfer any interest in the same without prior written consent of Trust.

7. Independent Contractor:

Proposer is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of service for Trust.

8. Indemnity:

Proposer agrees to hold harmless, defend and indemnify Trust from all claims for damages alleged to arise from Proposer's acts and/or omissions.

Under Oklahoma law, the City, and the public trusts of which the City is a sole beneficiary are prohibited from indemnifying Trust or any third party. See, e.g., 2012 OK AG 18, 2006 OK AG 11, 1978 OK AG 256, and the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended. Accordingly, proposers should delete any requirement for indemnification by the City or its Trusts from any contracts proposed in response to this RFP. The City and its Trusts reserve the right to eliminate or exclude from consideration any proposer that requires such a clause.

[Remainder of page intentionally left blank]



M. PROPOSAL DOCUMENT:

1. OKC Proposer Requirements Response Form:

Proposers shall download and complete the fillable requirements response form and upload in Periscope.

[Remainder of page intentionally left blank]

Section Number	Comply Y/N/ N/A	Explanation/Comments
1.1		WLAN replacement system
1.1.1		
1.1.2		
1.1.2.1		
1.1.2.2		
1.1.3		
1.1.4		
1.1.4.1		
1.1.4.1.1		
1.1.4.1.2		
1.1.5		
1.2		Provide current technology access points
1.2.1		
1.2.2		
1.2.3		
1.2.4		
1.2.5		
1.2.6		
1.2.7		
1.2.8		
1.2.10		
1.2.11		
1.2.12		
1.2.13		
1.3		Provide all equipment, software, cabling, software licenses for WLAN to operate properly.
1.3.1		
1.3.2		
1.3.3		
1.3.4		
1.3.5		
1.3.6		
1.3.6.1		
1.3.6.2		
1.4		Provide Internet connection(s)
1.4.1		
1.4.2		
1.4.3		
1.4.4		
1.5		Equipment Longevity/Technology Refresh
1.5.1		
1.5.2		
1.5.3		
1.5.4		

1.5.4.1		City of Oklahoma City and its Trusts	Bid RFP-OCAT-2402A
1.5.4.2			
1.5.4.3			
1.6		Download/upload performance	
1.6.1			
1.6.2			
1.6.3			
1.7		Coverage	
1.7.1			
1.7.2			
1.7.2.1			
1.7.2.2			
1.7.2.3			
1.7.2.4			
1.8		Quality of Service QoS	
1.8.1			
1.8.2			
1.8.2.1			
1.8.2.2			
1.8.2.3			
1.8.2.4			
1.9		Landing Page	
1.9.1			
1.9.2			
1.9.3			
1.9.4			
1.9.5			
1.9.6			
1.10		Future Additional Services	
1.10.1			
1.10.1.2			
1.10.1.3			
1.10.1.4			
1.10.2			
1.10.2.1			
1.10.2.2			
2.0		Installation Requirements	
2.1			
2.2			
2.3			
2.4			
2.5			
2.6			
2.7			
2.8			
2.9			
2.10			

2.11		City of Oklahoma City and its Trusts	Bid RFP-OCAT-2402A
2.12			
2.13			
2.14			
2.15			
3.0		System Operation Maintenance & Management	
3.1			
3.2			
3.3			
3.3.1			
3.3.2			
3.3.3			
3.3.4			
3.5			
3.6			
3.7			
3.8			
3.9			
4.0		Provide Reports/System Usage Visibility	
4.1			
4.2			
4.2.1			
4.2.2			
4.2.3			
4.2.4			
4.2.5			
4.2.6			
4.3			
4.4			
4.5			
4.5.1			
4.5.2			
5.0		Offset Implementation/O&M Costs	
5.1			
5.2			
6.0		Cyber Security	
6.1			
6.1.1			
6.1.1.1			
6.1.1.2			
6.1.1.3			
6.1.1.4			
6.1.1.5			
6.1.1.6			
6.1.1.7			
6.1.2			
6.1.3			

6.1.4		City of Oklahoma City and its Trusts	Bid RFP-OCAI-2402A
6.1.5			
6.1.6			
6.1.7			
6.1.8			
6.1.9			
7.0		Service Level Agreement	
7.1			
7.2			
2.1		Respondents Minimum Qualifications	
2.1.1		Wireless Experience	
2.1.1.1			
2.1.1.2			
2.1.2		Additional Services Experience	
2.1.2.1			
2.1.2.1.1			
2.1.2.1.2			
2.1.2.2			
2.1.2.2.1			
2.1.2.2.2			
2.1.3		Proposer Company Experience	
2.1.3.1			
2.1.3.2			
2.1.4		Key Personnel	
2.1.4.1			
2.1.4.2			
2.1.4.3			
2.1.5		Security	
2.1.5.1			
2.1.6		Team Organization	
2.1.6.1			
2.1.6.2			
2.2		Service Qualifications	
2.2.1			
3.0		Customer References	
3.1			

SAMPLE PROFESSIONAL SERVICES AGREEMENT
(SUBJECT TO CHANGE)



WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES

AGREEMENT

BETWEEN

THE OKLAHOMA CITY AIRPORT TRUST

AND

Effective Date: _____

WRWA Wireless Implementation and Maintenance Service Agreement

TABLE OF CONTENTS

ARTICLE 1. WI-FI SERVICES	1
ARTICLE 2. TERM	1
ARTICLE 3. PERMITTED USE	1
ARTICLE 4. EQUIPMENT & OPERATIONS	2
4.01 <i>Equipment Generally</i>	<i>2</i>
4.02 <i>Installation</i>	<i>2</i>
4.03 <i>Inoperable, Damaged, or Defective Equipment</i>	<i>2</i>
4.04 <i>Removal</i>	<i>2</i>
ARTICLE 5. COMPENSATION AND FEES.....	3
5.01 <i>Compensation and Fees.....</i>	<i>3</i>
5.02 <i>Due Date</i>	<i>3</i>
5.03 <i>Delinquent Compensation and Fees</i>	<i>3</i>
ARTICLE 6. BOOKS AND RECORDS RETENTION	3
6.01 <i>Records Maintenance</i>	<i>3</i>
6.02 <i>Audit Rights</i>	<i>3</i>
ARTICLE 7. REFUNDS	5
ARTICLE 8. INGRESS AND EGRESS	5
ARTICLE 9. ACCEPTANCE OF DESIGNATED AREAS AND ALTERATIONS AND REPAIRS TO DESIGNATED AREAS	5
9.01 <i>Acceptance of Designated Areas</i>	<i>5</i>
9.02 <i>Director Approval.....</i>	<i>5</i>
9.03 <i>Repairs by Licensed Tradesmen and Skilled Craftsmen</i>	<i>6</i>
9.04 <i>Construction and/or Alterations</i>	<i>6</i>
9.05 <i>Title to Improvements or Alterations.....</i>	<i>6</i>
ARTICLE 10. ADVERTISING	6
ARTICLE 11. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIRONMENTAL LAW(S).....	6
11.01 <i>Definitions.....</i>	<i>6</i>
11.02 <i>Hazardous Material(s)</i>	<i>7</i>

11.03	<i>Notification and Immediate Response</i>	7
11.04	<i>Remediation</i>	8
11.05	<i>Indemnification</i>	8
ARTICLE 12. TRUST’S RESERVED RIGHTS		9
12.01	<i>Airport Development Reservation</i>	9
12.02	<i>War or National Emergency</i>	9
12.03	<i>Subordination</i>	9
12.04	<i>Right to Enter</i>	9
12.05	<i>Reservation of Rights</i>	9
ARTICLE 13. NONINTERFERENCE WITH OPERATION OF AIRPORT		9
ARTICLE 14. TAXES		10
ARTICLE 15. MISCELLANEOUS COVENANTS		10
15.01	<i>Rules and Regulation Compliance</i>	10
15.02	<i>Noise or Sound Shock Waves</i>	10
15.03	<i>Communications Equipment</i>	10
ARTICLE 16. INDEMNITY AND INSURANCE		12
16.01	<i>Indemnity</i>	12
16.02	<i>Insurance</i>	12
16.03	<i>Contents</i>	13
16.04	<i>Certificates of Insurance</i>	13
ARTICLE 17. TERMINATION		15
ARTICLE 18. WAIVER OF STATUTORY NOTICE		15
ARTICLE 19. REMOVAL OF PERSONAL PROPERTY		15
ARTICLE 20. TRANSFER OF MAJORITY INTEREST, VOTING CONTROL, OR OWNERSHIP		15
ARTICLE 21. ASSIGNMENT		16
ARTICLE 22. GENERAL CIVIL RIGHTS PROVISIONS		16
ARTICLE 23. CIVIL RIGHTS TITLE VI ASSURANCE		16
23.01	<i>Title VI Clauses for Compliance with Nondiscrimination Requirements</i>	16
23.02	<i>Title VI List of Pertinent Nondiscrimination Acts and Authorities</i>	18
ARTICLE 24. TITLE VI CLAUSES FOR THE TRANSFER OF OR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED		

UNDER THE AIRPORT IMPROVEMENT PROGRAM.....	19
24.01 <i>Property Acquired or Improved Under Airport Improvement Program</i>	<i>19</i>
24.02 <i>Construction/Use/Access to Property Under Activity, Facility, or Program</i>	<i>19</i>
ARTICLE 25. EMPLOYEE BADGING AND BACKGROUND CHECKS	20
25.01 <i>Requirements.....</i>	<i>20</i>
25.02 <i>Lost, Stolen Badges, or Termination of Employment.....</i>	<i>20</i>
25.03 <i>Renewal of Badges</i>	<i>20</i>
ARTICLE 26. CIVIL PENALTIES	21
26.01 <i>Assessment</i>	<i>21</i>
26.02 <i>Indemnification.....</i>	<i>21</i>
ARTICLE 27. AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)	21
27.01 <i>ACDBE Goal.....</i>	<i>21</i>
27.02 <i>Reporting Requirements</i>	<i>21</i>
27.03 <i>Monitoring and Good Faith Efforts – Specific Goal.....</i>	<i>22</i>
27.04 <i>Monitoring and Good Faith Efforts – No Specific Goal</i>	<i>22</i>
27.05 <i>Good Faith Efforts When Terminating or Substituting an ACDBE.....</i>	<i>23</i>
27.06 <i>Good Faith Efforts When Terminating or Substituting an ACDBE.....</i>	<i>23</i>
27.07 <i>Failure to Comply</i>	<i>24</i>
ARTICLE 28. GENERAL CONDITIONS.....	24
28.01 <i>Notices</i>	<i>24</i>
28.02 <i>Non-Waiver.....</i>	<i>25</i>
28.03 <i>Binding Effect</i>	<i>25</i>
28.04 <i>Severability</i>	<i>25</i>
28.05 <i>Entire Agreement; Modification Hereof</i>	<i>25</i>
28.06 <i>Execution of Counterparts</i>	<i>25</i>
28.07 <i>Effect of Saturdays, Sundays and Legal Holidays</i>	<i>25</i>
28.08 <i>Descriptive Headings: Table of Contents</i>	<i>25</i>
28.09 <i>Construction and Enforcement</i>	<i>26</i>
28.10 <i>Venue.....</i>	<i>26</i>
28.11 <i>Construction of Agreement.....</i>	<i>26</i>
28.12 <i>Recitals Contractual in Nature.....</i>	<i>26</i>
28.13 <i>Holding Over</i>	<i>26</i>
28.14 <i>Conflicts</i>	<i>26</i>
28.15 <i>Surrender of the Designated Areas.....</i>	<i>26</i>

EXHIBIT A – SCOPE OF SERVICES..... 1

EXHIBIT B – REQUIREMENTS..... 1

EXHIBIT C – DESIGNATE AREAS 1

EXHIBIT D – FORM OF CERTIFICATE OF INSURANCE..... 1

EXHIBIT E - WLAN DESIGN, DEVELOPMENT, AND DEPLOYMENT PLAN 1

**EXHIBIT F - WIRELESS IMPLEMENTATION AND OPERATIONS AND
MAINTENANCE SOLUTIONS..... 1**

EXHIBIT G – PRICING PROPOSAL 1

APPENDIX XX 1

**WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES
AGREEMENT**

This WRWA Wireless Implementation and Maintenance Services Agreement (“Agreement”), is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”) and _____ (“Service Provider”),

W I T N E S S E T H:

WHEREAS, the Trust leases, operates, and maintains certain real estate for the benefit of The City of Oklahoma City (“City”) known as Will Rogers World Airport (“Airport”) which is located in Oklahoma and Cleveland Counties, Oklahoma; and

WHEREAS, the Trust requested proposals (“RFP”) for wireless implementation and maintenance services (“Wi-Fi Services”) in designated areas at the Airport; and

WHEREAS, the Trust has determined that Service Provider submitted the best proposal for the services defined in this Agreement; and

WHEREAS, the Trust and Service Provider desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual obligations, covenants, and agreements hereinafter set forth, Trust and Service Provider agree as follows, to wit:

ARTICLE 1. WI-FI SERVICES

Upon receipt of the Director’s written purchase order, the Service Provider hereby agrees to timely provide the wireless implementation and maintenance services as described in the scope of services attached hereto as Exhibit “A” (“Wi-Fi Services”). All work performed by the Service Provider shall relate to a wireless local area network design (“WLAN Design”), Development, and Deployment Plan for the WRWA, as identified in Exhibit “B” (“Requirements”) to the Sample Agreement.

ARTICLE 2. TERM

This Agreement shall be effective as of May 23, 2024 (“Effective Date”) and shall terminate on May 22, 2029, unless sooner terminated as provided herein.

ARTICLE 3. PERMITTED USE

Service Provider shall have the right and privilege to install, maintain, and operate, at Service Provider’s sole cost and expense, the wireless implementation and maintenance services (“Wi-Fi Services”). Any changes in the number or type of Equipment or location of the Equipment must be approved by the Director of Airports, or his designated representative, (“Director”) prior to placement and use. Any other use must be approved by the parties through written amendment hereto. As consideration for this right and privilege, Service Provider agrees and is hereby

obligated to maintain and operate said wireless Services in the Designated Areas in accordance with the terms and conditions set forth herein and shall ensure the Equipment meets generally accepted safety standards for applicable appliances. Moreover, no sales to the public, whether wholesale or retail, shall be conducted from the Designated Areas in any manner prohibited by federal, state, or local laws or regulations.

ARTICLE 4. EQUIPMENT & OPERATIONS

4.01 Equipment Generally

It is understood and agreed that said Equipment shall at all times remain in the sole and exclusive property of the Service Provider, its agents and assigns, except as otherwise provided in Article 4.04 herein. Equipment and all other property of Service Provider, which may at any time be located in the Designated Areas of the Airport shall be at the sole risk of the Service Provider or those claiming under it; and the Director, the Trust, the City and their officers, employees, and agents shall not be liable for theft or loss of such property, or damage or injury thereto from whatsoever cause.

4.02 Installation

Service Provider shall provide and install, at its sole cost and expense, all fixtures, equipment, and signs necessary to operate and support the Wi-Fi Services. Service Provider shall utilize existing electrical and utility outlets if such are needed. Descriptions and details of the Equipment to be placed in the Designated Areas must be submitted to the Director for his review and approval prior to Wi-Fi Services being offered. At any time during this Agreement, the Director may require that the Equipment be relocated to alternate locations within the Designated Areas or other Airport location(s) and Service Provider will be given thirty (30) days-notice to relocate said Equipment and Service Provider agrees to relocate them, at Service Provider's sole expense.

4.03 Inoperable, Damaged, or Defective Equipment

Service Provider agrees that should any Equipment installed by it become inoperable, damaged, or defective, then Service Provider, upon notification thereof, shall within one (1) day either fully repair such Equipment or remove the same from the Airport Designated Area. In the event any such defective or inoperable Equipment shall be removed as aforesaid, Service Provider shall within five (5) days install fully operational Equipment in its place.

Service Provider agrees to be liable for the costs or repairing any damage or injury to the Airport in any way caused, directly or indirectly by the Equipment or activities of Service Provider, its employees or agents, while in the performance of this Agreement.

4.04 Removal

Upon expiration or sooner termination of this Agreement for any reason, Service Provider shall remove the Equipment from the Airport within thirty (30) days and Service Provider agrees to repair any and all damage occasioned by the removal thereof; and if said Equipment is not so removed after the lapse of said thirty (30) day period, the Equipment may be considered abandoned and shall become the property of the Trust without cost to

Trust and without any payment to Service Provider and be subject to disposal at the discretion of the Director. Trust shall have the right to have the Equipment removed at the expense of Service Provider.

ARTICLE 5. COMPENSATION AND FEES

5.01 Compensation and Fees

In consideration of the use of the Designated Areas, facilities, rights, licenses, services, and privileges provided herein, Service Provider hereby agrees to pay to the Trust a commission in the amount of ten percent (10%) of Service Provider's gross revenues derived from all Service Provider's product sales associated with the Wi-Fi Service pursuant to this Agreement.

5.02 Due Date

It is understood and agreed between the parties that the applicable percentage of Service Provider's commission payments shall be due and payable by Service Provider to Trust on the first day of each and every month following the month of activity, accompanied by a statement of monthly gross revenue by Equipment and a sales report of sales/commissions for each location for the previous month's activity, and shall be delinquent if not received by Trust on or before the last day of the month following the month of activity.

5.03 Delinquent Compensation and Fees

It is hereby agreed by and between the Trust and Service Provider that should Service Provider fail, for any reason whatsoever, to make timely remittance of the fees and/or compensation as required under any of the provisions hereof, then and in that event, the payment shall be immediately delinquent, and the outstanding balance of such delinquency shall earn interest at the rate of one and one-half percent (1.5%) per month. Moreover, said interest shall be considered additional compensation for operation of the Wi-Fi Services and shall become due and payable to, and received by, Trust on or before the last day of each month. To aid in the timely receipt of rental payments, the Service Provider is encouraged to make all payments through the bank-to-bank automated clearing house ("ACH") network.

ARTICLE 6. BOOKS AND RECORDS RETENTION

6.01 Records Maintenance

In order to ensure that the Trust, by and through the Director, is able to adequately monitor the Service Provider's performance under the terms of this Agreement, the Service Provider will keep and maintain true and accurate records relating to the Wi-Fi Service provided herein in accordance with generally accepted accounting principles, and will make the same readily available for examination by the Director during normal business hours during the term of this Agreement and shall be maintained for a period of no less than five (5) years after the end of the term of this Agreement.

6.02 Audit Rights

A. Service Provider shall permit during ordinary business hours during the term of this

Agreement, and for five (5) years after the expiration or termination of this Agreement, the examination and audit by the officers, employees and representatives of Trust of the sales Books and Records of Service Provider (and where applicable, all individuals or other business entities who are party to this Agreement) to substantiate the accuracy of reported gross revenues and Service Provider's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, bank statements, cancelled checks, tax reports/returns filed with state or federal entities. Such right of examination shall include cooperation by Service Provider personnel (including, but not limited to, cooperation in sending confirmations to Service Provider's suppliers or others, assisting the Trust in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which gross revenues are deposited) as reasonably considered necessary by the Trust's representatives to complete the audit. To such extent, Service Provider expressly waives any claim of confidentiality which it may have in connection therewith.

- B. If Service Provider fails to produce all the requested books or records, Service Provider shall pay liquidated damages in the amount of \$50 per day until the books and records are produced. As an alternative, Service Provider may notify Trust within two (2) business days of receipt of the Trust's audit notice that Service Provider elects to pay all reasonable expenses including, but not limited to, transportation, food, reproduction expenses, and lodging necessary for an examiner(s) selected by Trust to examine said books and records at any site selected by Service Provider other than on the Airport. Trust's rights and Service Provider obligations in this Article extend to Service Provider's employees, agents, assigns, successors, and subcontractors, and shall be included in any agreements formed between the Service Provider and any employees, agents, assigns, successors, and subcontractors to the extent that those agreements relate to fulfillment of the Service Provider's obligations to Trust.
- C. Trust will be responsible for the cost of an audit pursuant to this Article with the exception of off-Airport audit expenses noted in 6.02 (B) above; provided however, Trust may recoup the entire cost of the audit or inspection from the Service Provider if 1) the audit discovers substantive findings related to fraud, misrepresentation, or non-performance of the Service Provider, or 2) Service Provider underreported gross revenues or underpaid fees related to gross revenues by one percent (1%) or more for the period audited.
- D. If Service Provider underreported gross revenues or underpaid fees by three percent (3%) or more for the period audited, then in addition to the payment of the audit cost, the underpayment, and any Delinquency Fees, the Trust shall be entitled to terminate this Agreement for cause pursuant to Article 17, regardless of whether the deficiency is paid.

Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Service Provider's invoices and/or records shall be made within sixty (60) days from delivery of Trust's audit or inspection findings to Service Provider.

ARTICLE 7. REFUNDS

Service Provider shall provide customers a toll-free telephone number where customers may contact Service Provider to resolve any disputes regarding the use of Service Provider's Equipment including, but not limited to malfunctions, refunds, or other similar complaints. Persons responding to these calls must be capable of resolving complaints, issuing refunds, or have the ability to direct calls to the appropriate personnel during normal working hours. This contact information shall be clearly stated, affixed to the front side of all Equipment, and visible to the customer.

ARTICLE 8. INGRESS AND EGRESS

Upon paying the rent hereunder and performing the covenants of this Agreement, the Service Provider shall have the right of ingress to and egress from said Designated Areas for the Service Provider, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over the roadway provided by Trust, serving said premises jointly with tenants and other service providers on the Airport; and the Service Provider shall not interfere with the rights and privileges of other persons or firms using said roadway.

ARTICLE 9. ACCEPTANCE OF DESIGNATED AREAS AND ALTERATIONS AND REPAIRS TO DESIGNATED AREAS

9.01 Acceptance of Designated Areas

The Director makes no representation that the Designated Areas provided to Service Provider under this Agreement are suitable for Service Provider's needs and purposes, and makes no agreement whatsoever to make improvements, alterations, or repairs to the Designated Areas. Upon execution of this Agreement and prior to its effectiveness, Service Provider irrefutably agrees that it has examined the Designated Areas and determined them suitable for Service Provider's purposes herein. By taking possession of the Designated Areas under the permission granted by this Agreement, Service Provider irrefutably accepts the Designated Areas in their present condition as suitable for its intended needs.

9.02 Director Approval

The Service Provider shall not construct, install, remove, modify, alter, improve, and/or repair any part of the Designated Areas defined hereunder without prior written approval of the Director, such approval may not be unreasonable withheld, conditioned, or delayed, but may be contingent upon approval of Service Provider's site plan, approval of the building plans, and specifications for the proposed project, FAA Air Space approval, obtaining all applicable permits, Service Provider's contractor providing insurance and bonds, as well as other Trust considered necessary condition(s). No construction, modification or alterations shall occur until Service Provider has a written Notice of Authorization to Proceed with Construction from the Director as required herein.

9.03 Repairs by Licensed Tradesmen and Skilled Craftsmen

Any repairs or alterations to any utility servicing the Designated Areas or to any electrical, mechanical, plumbing equipment, or to the heating and air conditioning system shall be made by licensed tradesmen. All other repairs required of Service Provider shall be made by skilled craftsmen who perform such work regularly as a trade. Service Provider is required to obtain and pay for any and all inspection fee(s), permit(s), or license(s) required before making any repairs.

9.04 Construction and/or Alterations

Where such alterations or construction have been made on buildings owned by Trust, Service Provider shall present to Trust within thirty (30) days following completion of the alterations or construction a complete set of "as-built" drawings including, but not necessarily limited to, plumbing and electrical systems. Service Provider shall keep the Designated Areas hereunder free and clear of any and all liens in any way arising out of any construction, improvement, or use thereof by Service Provider.

9.05 Title to Improvements or Alterations

In the even that Service Provider makes alterations or improvements to the Designated Areas, the use thereof shall be enjoyed by Service Provider during the remaining Term of this Agreement with the payment of additional fees therefor, but such alteration or improvement shall become the property of Trust.

ARTICLE 10. ADVERTISING

It is agreed that no signs, legends, applications, brochures, or posters may be placed on the Airport, except display signs that are incorporated into the Equipment's advertising to the Airport employees the use and availability of said Equipment; provided, the size and design of the last-mentioned advertising shall be subject to the prior approval of the Director. No other advertisement of any kind shall be erected or displayed by Service Provider elsewhere upon the Designated Areas of the Airport.

ARTICLE 11. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIRONMENTAL LAW(S)

11.01 Definitions

For the purpose of this article, the following definitions apply:

- A. "Contamination" shall mean the presence of any Hazardous Materials in concentrations exceeding those identified as relevant and appropriate pursuant to Environmental Laws.
- B. "Hazardous Material(s)" shall mean any hazardous or toxic substance, material or waste, regulated, considered or addressed by any Environmental Law, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or by

the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. Hazardous Materials shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils or governmental regulated substances or contaminants as defined or designated as hazardous, caustic, corrosive, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, chemical paint removers and other caustics, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released.

- C. “*Environmental Law(s)*” shall mean in the broadest sense any and all applicable federal, state and local statutes, ordinances, regulations, rules, guidance, or guidelines now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health, safety or the environment and those substances defined as hazardous waste, hazardous substances, hazardous materials, toxic, pollutants or otherwise regulated under the analogous laws of Oklahoma and/or the United States or in regulations promulgated pursuant to such laws.

11.02 Hazardous Material(s)

Service Provider covenants not to permit or introduce any Hazardous Materials to be brought upon, kept, generated, or used in or about the Airport property by Service Provider, its agents, employees, contractors or invitees without first obtaining Director's written consent which shall not be unreasonably withheld as long as Service Provider demonstrates such Hazardous Materials are necessary to Service Provider's operations hereunder, and such Hazardous Materials must be used, kept, generated in a manner complying with all applicable federal, state, and local environmental laws or ordinances pertaining to the transportation, storage, use, generation, or disposal of such Hazardous Materials. Service Provider shall be responsible for obtaining any permits and shall only store Hazardous Materials temporarily with the approval of the Director while further disposition is pending.

11.03 Notification and Immediate Response

After notifying 9-1-1, Service Provider agrees to notify the Airport Operations Center at 405-316-3300 immediately of any spill, leak, discharge, Contamination, release of Hazardous Materials, fuel, oil, petroleum products, or other fluids, claim of Contamination, loss, or damage. Service Provider shall immediately respond to leaks and spills of material that is or may become Hazardous Material in order to contain, remove, recover, clean, and dispose as necessary and shall remove, to the extent reasonably practicable, all spilled, leaked, released or accumulated fuel, oil, grease, Hazardous Material or Contamination

caused by Service Provider's operations. In the event of a release of Hazardous Material in a reportable amount, Service Provider must fulfill all required reporting obligations to the regulatory agency or agencies with jurisdiction over the Hazardous Material release.

11.04 Remediation

After consultation and approval by the Director, Service Provider shall clean up and remediate permanently any Contamination caused by or permitted by Service Provider or its agents, employees, contractors or invitees in full compliance with all applicable statutes, regulations, and standards so that the Designated Areas is permanently mitigated to prevent further reoccurrence and remediated to such a condition that a "No Further Action" determination of completion or its equivalent is obtained from the regulatory or equivalent agency or agencies with jurisdiction over the Hazardous Material release and/or the Airport's property is reasonably demonstrated as having been returned to the condition existing prior to the introduction of any such Hazardous Materials or Contamination, or as otherwise agreed to by the Director in his or her reasonable discretion; and

11.05 Indemnification

In addition to all other indemnities provided in this Agreement, Service Provider agrees to defend, indemnify, and hold the Trust and the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become Hazardous Materials, the existence or discovery of any Hazardous Materials in excess of the levels allowed by Environmental Laws or violations of the Environmental Laws on the premises, the subsurface or the migration of any Hazardous Material from the Designated Areas to other properties or into the surrounding environment, caused by the Service Provider or its operations whether: (i) made, commenced or incurred during the Term; or (ii) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the Term; provided, however, Service Provider's obligation to indemnify the Trust and City pursuant to this Paragraph shall not apply with respect to either: (i) any Hazardous Material released by the Trust, its Trustees, officers, agents and employees; or (ii) any Hazardous Material (for which Service Provider is not otherwise responsible) clearly demonstrated to be migrating onto the Designated Areas from some other location through no fault of Service Provider.

The foregoing indemnity shall survive the expiration or earlier termination of this Agreement and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Designated Areas. In addition, Service Provider shall be responsible for any environmental cost associated with negligence or willful acts or omission by Service Provider, and notifications to appropriate regulatory agencies arising there-from.

ARTICLE 12. TRUST'S RESERVED RIGHTS

12.01 Airport Development Reservation

Trust reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Service Provider from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Trust would limit the usefulness of the Airport or constitute a hazard to aircraft.

12.02 War or National Emergency

During a time of war or national emergency declared by Congress, Trust shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the lease to the Government shall be suspended.

12.03 Subordination

Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future agreement between Trust and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Trust of Federal funds for the development of the Airport. To the extent any provision of this Agreement is in conflict with any grant assurance, rule or regulation imposed on the Trust by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in this Agreement as if written specifically herein and Service Provider shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or premises of the Trust.

12.04 Right to Enter

Trust, through its duly authorized agent, shall have at any and all times the full and unrestricted right to enter the Designated Areas for the purpose of inspection or maintenance and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement during normal business hours with advanced notice provided to the Service Provider when reasonably possible.

12.05 Reservation of Rights

Trust reserves all rights and remedies that Trust may otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

ARTICLE 13. NONINTERFERENCE WITH OPERATION OF AIRPORT

Service Provider covenants and agrees that it will not allow any condition on the Designated Areas, nor permit the conduct of any activity on such areas, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will

Service Provider use or permit the Designated Areas to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard. If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the Designated Areas, the Trust may terminate the Agreement. Provided, however, should the condition create a health, safety or welfare condition necessitating immediate abatement or correction of the condition interfering with operation of Airport, the Trust, by and through the Director may immediately abate or correct the condition at Service Provider's expense without any prior notice as described in Article 17.

ARTICLE 14. TAXES

To the extent any taxes are assessed pursuant to applicable law or any assessment is not subject to the Trust's exempt status, Service Provider agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed for taxes arising during the term of this Agreement: (a) upon property owned or possessed by Service Provider and situated on the Designated Areas; or (b) upon Service Provider's interest in or use of the Designated Areas. Service Provider shall defend, indemnify and save Trust and the City harmless from any claims or liens in connection with such taxes or, in lieu of taxes, assessments.

ARTICLE 15. MISCELLANEOUS COVENANTS

15.01 Rules and Regulation Compliance

Service Provider shall observe and comply with any and all present and future requirements of the constituted public authorities and with all federal, state, or local laws, policies, administrative regulations and standard rules applicable to Service Provider or Trust for the intended use of the Designated Areas, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Director in connection with the administration of the Airport.

15.02 Noise or Sound Shock Waves

Service Provider hereby agrees to make no claims or file or cause to be filed any legal or equitable actions against Trust or the City for any kind of damages which result from noise, vibration or sound shock waves due to aircraft use of the Airport's facilities.

15.03 Communications Equipment

Service Provider shall not install, maintain, or operate, or to grant to any third party the right to install, maintain, or operate any wireless network, satellite dish, antenna, wireless communications equipment, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio system, internet access equipment or systems, or other similar related equipment or systems (collectively "Communications Equipment") that could cause or be used to create electrical interference with communication between the Airport, the control tower, and any aircraft, make it difficult for flyers to distinguish between airport lights and others, impair visibility in the vicinity of the Airport, or endanger the landing, take off or maneuvering aircraft or interfere with security systems or the services provided by any Airport communications.

Service Provider must first obtain written approval of the Director, such approval being at the sole discretion of the Director before installing any Communications Equipment. In the event that any of Service Provider's Communication Equipment should create an Airport Interference or violate this section at any time, the Service Provider shall disable such system immediately upon notification from the Director and collaboratively work with Trust's staff to resolve any conflicts before such Communications Equipment may resume operations.

Should Service Provider be permitted to use such Communications Equipment or systems, then such use is pursuant to the following:

A. Restricted to Designated Areas

Service Provider's wireless communication system and/or related Communications Equipment shall be installed and operated within the Designated Areas only, and at no other location on or about the Airport.

B. No Use by Third Parties

Service Provider shall not solicit, suffer, or permit other Service Providers, tenants, occupants, visitors, or passengers of the Airport to use the Service Provider's network or any other communications service, including, without limitation, any wired or wireless internet service that passes through, is transmitted through, or emanates from the Designated Areas.

C. Interference

Service Provider agrees that Service Provider's Network and any other Communications Equipment and the Communications Equipment of Service Provider's service providers and contractors located on the Premises or installed on the Airport to service the Premises including, without limitation, any antennas, switches, or other equipment (collectively, "Service Provider's Communications Equipment") shall be of a type and, if applicable, a frequency that will not cause radio frequency, electromagnetic, or other interference to any other party or any equipment of any other party including, without limitation, Trust, other Service Providers, tenants, occupants, visitors, passengers, or any other party. In the event that Service Provider's Communications Equipment causes or is believed to cause any such interference, upon receipt of notice from Trust of such interference, Service Provider will take all steps necessary to correct and eliminate the interference. If the interference is not eliminated within twenty-four (24) hours (or a shorter period if Trust believes a shorter period to be appropriate) then, upon request from Trust, Service Provider shall shut down the Service Provider's Communications Equipment pending resolution of the interference, with the exception of intermittent testing upon prior notice to and with the approval of Trust.

D. Non-Exclusivity

Service Provider acknowledges that Trust has granted and/or may grant lease rights, licenses, and other rights to various other tenants and occupants of the Airport and

to telecommunications service providers for the installation of a Wi-Fi network and related equipment at the Airport.

ARTICLE 16. INDEMNITY AND INSURANCE

16.01 Indemnity

Except as otherwise provided in Article 11, Service Provider hereby agrees to release, defend, indemnify, and save harmless the Lessor and the City and their officers, agents, and employees from and against any and all loss of or damage to property or injuries to or death of any person(s), or all claims, damages, suits, costs, expense, liability, actions, demands, liens, fines, encumbrances, or proceedings (including all reasonable legal fees and expenses) of any kind or nature whatsoever in matters resulting from, or arising out of: (a) Service Provider's intentional acts or omissions, negligence, misconduct, operations, or activities under or in connection with this Agreement; or (b) in matters resulting from, or arising out of Service Provider's use and occupancy of any portion of the Airport, and including, without limiting the generality of the foregoing, acts and omissions of Service Provider's officers, employees, representatives, suppliers, invitees, contractors, subcontractors, and agents. Provided, however, Service Provider shall not be liable or be required to release Lessor for any loss, damage, claims, suits, cost, expense or actions occasioned by the negligence or willful misconduct of the Lessor, the City, or their officers, trustees, and employees. The parties covenant to give each other prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

16.02 Insurance

Service Provider shall purchase, or cause to be purchased, and maintain in effect during the Term of this Agreement with insurance carriers or risk retention groups authorized to do business in the State of Oklahoma and approved by the Director, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Agreement are considered minimum coverage amounts and Service Provider may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent two (2) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Agreement.

A. Workers' Compensation and Employer's Liability Insurance

Service Provider shall maintain during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance in amounts as prescribed by laws of the State of Oklahoma.

B. Commercial General Liability Insurance

Service Provider shall carry a policy of Commercial General Liability Insurance, which must include coverage for contractual liability, to protect the Service Provider and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from

activities, omissions, and operations of the Service Provider under the Agreement, whether such activities, omissions, and operations be by the Service Provider, subcontractor, or by anyone employed by or acting for the benefit of the Service Provider in conjunction with this Agreement in a combined single occurrence or accident of \$1,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence.

C. Automobile Liability Insurance

Service Provider shall carry insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by Service Provider in the amounts prescribed by Oklahoma law.

16.03 Contents

The Lessor's property insurance does not insure Service Provider's contents, property, furniture, fixtures, equipment, materials, displays, or other property in any building, structure or the Facilities owned by Lessor even if a property loss is the result of a loss covered by Lessor's property insurance. Service Provider is encouraged to insure any of its property, contents, furniture, fixtures, improvements, displays, or equipment located on the Designated Areas.

16.04 Certificates of Insurance

A. Deductibles

Any policy, except Worker's Compensation and Employer's Liability, having a deductible or retained self-insurance that exceeds \$25,000 shall not be allowed unless such insurance program is approved in advance by the Director, such approval shall not be unreasonably withheld. Service Provider shall notify the Director immediately if Service Provider has deductibles or retains self-insurance in excess of this stated amount. Service Provider shall be solely responsible for any allowed deductible or retained self-insurance amounts. Any elected deductible or self-insured retention of the Service Provider will not diminish Service Provider's liability under this Agreement for claims or losses falling within any such deductible or self-insured retention amounts. Failure by Service Provider to assume and pay for any deductible or retained self-insurance amount may be considered a material breach and may result in immediate termination at the Lessor's option. If, during the term of the Agreement, the Service Provider's elected insurance program exceeds any approved deductible or retained self-insurance amount, or if there is a change in the financial conditions of the Service Provider which in the Director's sole discretion may impact the Service Provider's ability to satisfy any deductible or retained self-insurance, then the Director may require Service Provider to take such reasonable actions to ensure first dollar of loss coverage to the Lessor and City including reducing or eliminating such deductibles or self-insured retentions or providing a financial guarantee for the deductible or retained self-insurance amount.

B. Form of Certificate

Certificate(s) of Insurance, acceptable to the Lessor, in the form as shown on Exhibit "D" attached to Agreement or a form substantially similar thereto such as an approved ACORD form which includes the applicable line(s) of insurance, name(s) of insurance companies, policy number(s), amount of any deductible or self-insurance retainage, coverage amounts, all additional insured parties, and contractual liability coverage, shall be submitted to the Lessor in conjunction with the signed Agreement.

C. Additional Insured

The Certificates of Insurance shall name Service Provider as insured and the Oklahoma City Airport Trust and The City of Oklahoma City as additional insured (including any actual policy endorsement numbers) on any general liability insurance policy, in a manner of equal standing to that of any named insured under said policy. Any insurance policy or liability coverage of the City or the Lessor shall be considered subordinate, if applicable at all, to the primary coverage of the Service Provider. Copies of additional insured or notice provision endorsements shall be submitted to the Lessor along with any Certificates of Insurance. Copies of all insurance policies required herein naming the City or Lessor as an additional insured shall be made available for review by the Lessor or the City at the Lessor's principal place of business on a timely basis when requested.

D. Notice of Change in Policy

Service Provider must provide the Lessor at least thirty (30) days prior written notice of any cancellation or material coverage change in their policies or to have an endorsement made to each policy to include such notice periods in the event the policy provides a different notice period for any additional insured(s). For the purpose of this provision, a material change shall be considered any deductible or self-insurance that exceeds \$25,000 or any coverage amount that does not meet the minimum requirements contained herein or any coverage that is adverse to any terms that received approval by the Director.

E. Signatory

The Certificates of Insurance must be signed by the Authorized Representatives of the insurance company(s) shown on the certificate with proof that he/she is an authorized representative thereof.

F. Contractual Liability

The Certificate of Insurance for the Commercial General Liability Insurance shall also include evidence of coverage for Service Provider's contractual liabilities as required herein. In the event the Certificate of Insurance does not delineate coverage for Service Provider's contractual liabilities or the Service Provider's insurance policy does not provide sufficient coverage for the Service Provider's contractual obligations contained in this Agreement, Service Provider agrees that Service Provider's contractual obligations to the Lessor are not diminished by the Service Provider's elected insurance provisions.

D. Failure to Maintain Insurance

If Service Provider fails to comply with any of the foregoing, the Lessor may obtain such insurance and Service Provider shall reimburse the Lessor, as additional rent, within ten (10) days of Service Provider's receipt of written demand of payment hereunder plus twenty percent (20%) of Lessor's cost for said insurance.

ARTICLE 17. TERMINATION

The Trust, at its option, may terminate this Agreement for any reason whatsoever by giving a ninety (90) days written notice to the Service Provider.

ARTICLE 18. WAIVER OF STATUTORY NOTICE

In the event Trust exercises its option to terminate this Agreement for any reason, any notice of termination given by Trust to Service Provider as provided in this Agreement shall be sufficient to cancel and terminate this Agreement. In this connection, Service Provider hereby expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by Trust under any provisions of the laws of the State of Oklahoma, including, but not limited to, notices required to be given under any section of Title 41 of the Oklahoma Statutes. Upon such termination, Service Provider hereby agrees that it will forthwith surrender up possession of the demised premises to the Trust.

ARTICLE 19. REMOVAL OF PERSONAL PROPERTY

It is mutually covenanted and agreed that all personal property, including furniture, fixtures, and equipment, that is owned and not affixed to the Designated Areas, or personal property that is affixed to the Designate Areas but which can be removed without causing any damage to the Designated Areas, shall be removed by the Service Provider by the termination or expiration of this Agreement. Any damage resulting from the removal of personal property shall be repaired by Service Provider by the termination or expiration date of this Agreement. Should the Service Provider fail to remove said personal property by the time stated herein, title to all such personal property shall vest in the Trust and Trust may cause the removal of all or any portion of such property at the sole risk and expense of the Service Provider.

**ARTICLE 20. TRANSFER OF MAJORITY INTEREST, VOTING CONTROL,
OR OWNERSHIP**

If any individual or group of individuals, or any other entity presently owns or possesses a majority interest, equity position, voting control, or ownership in Service Provider, then a transfer of a majority interest, equity position, voting control, or ownership of Service Provider, including by sale, merger, consolidation, or other reorganization (collectively referred to as a "Change in Control"), shall be deemed to be an assignment of this Agreement that requires the express written consent of the Trust, as provided in Article 21. As used in this Agreement, a "Change in Control" means a change in the ownership of more than 50% of the outstanding voting equity interests of Service Provider or a change in the possession of the power to direct or cause the direction of the

management and policies of Service Provider, whether through the ownership of voting equity, by statute, or according to the provisions of a contract. If a Change in Control occurs without the prior written approval of Trust, then the Trust may terminate this Agreement under the provisions of Article 17 hereof. If Service Provider is a “reporting company” as defined in the Corporate Transparency Act or other similar public disclosure reporting requirements and there is a Change in Control of Service Provider, such change shall be reported to Trust in conjunction with any reporting required by the Corporate Transparency Act or other similar public disclosure reporting requirements. If Service Provider does not make such disclosure to Trust, Trust may terminate the Agreement under the provisions of Article 17 hereof. Any person or entity with a majority interest, voting control, or ownership of Service Provider, regardless of the form of the entity, shall have sufficient financial resources and operational experience to conduct the operation and activities permitted on the Designated Areas under this Agreement. As required by Article 21 at least ninety (90) days prior to any Change in Control, Service Provider shall submit written documentation to Trust showing good and sufficient financial worth and adequate experience in the operation of the Facilities on the part of the contemplated transferee, and evidencing the intent of such contemplated transferee to expressly assume in writing, and agree to be bound by and fulfill all of the terms, covenants, obligations, and agreements contained in this Agreement, the sufficiency of which shall be in the sole discretion of the Director.

ARTICLE 21. ASSIGNMENT

Assignment of this Agreement is not allowed.

ARTICLE 22. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Service Provider 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, creed, color, national origin, (including limited English proficiency), sex (including sexual orientation and gender identity), 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 of Title VI of the Civil Rights Act of 1964.

If the Service Provider transfers its obligation to another, the transferee is obligated in the same manner as the Service Provider. The above provision obligates the Service Provider for the period during which the property is owned, used or possessed by the Service Provider and the Trust remains obligated to the Federal Aviation Administration.

ARTICLE 23. CIVIL RIGHTS TITLE VI ASSURANCE

23.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Agreement, the Service Provider, for itself, its assignee, and successor in interest agrees as follows:

A. Compliance with Regulations

The Service Provider (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 Agreement.

B. Nondiscrimination

The Service Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Service Provider will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Service Provider 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 Service Provider of the Service Provider's obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports

The Service Provider will provide all information and reports required by the Acts, the Regulations, and the 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 Trust or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of a Service Provider is in the exclusive possession of another who fails or refuses to furnish the information, the Service Provider will so certify to the Trust or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of a Service Provider's noncompliance with the nondiscrimination provisions of this Agreement, the Trust will pose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Contract] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding any payments to the Service Provider under the Agreement until the Service Provider complies; and/or
2. Cancelling, terminating, or suspending an Agreement, in whole or in part.

F. Incorporation of Provisions: The Service Provider will include the provisions of

[Paragraph 23.01, subparagraphs] A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Service Provider will take action with respect to any subcontract or procurement as the Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, if the Service Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Service Provider may request the Trust to enter into any litigation to protect the interests of the Trust. In addition, the Service Provider may request the United States to enter into the litigation to protect the interests of the United States.

23.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Service Provider, for itself, its assignee, and successor 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 (Nondiscrimination 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 (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, (PL 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 USC § 12101, *et seq.*), 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 Nondiscrimination 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 (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 (2005));
- 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.*).

**ARTICLE 24. TITLE VI CLAUSES FOR THE TRANSFER OF OR
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR
IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

24.01 Property Acquired or Improved Under Airport Improvement Program

The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Trust pursuant to the provisions of the Airport Improvement Program grant assurances.

The Service Provider for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Service Provider will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

24.02 Construction/Use/Access to Property Under Activity, Facility, or Program

The following clause will be included in deeds, licenses, permits, or similar instruments entered into by the Trust pursuant to the provisions of the Airport Improvement Program grant assurances.

The Service Provider for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) that in the construction of any

improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the Service Provider will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

ARTICLE 25. EMPLOYEE BADGING AND BACKGROUND CHECKS

25.01 Requirements

Service Provider shall be responsible for requesting the issuance of Airport security badges to all officers, invitees, employees, suppliers, contractors, and agents who will be employed in the terminal building or will need access to secured areas at the Airport. Service Provider's officers, invitees, employees, suppliers, contractors, and agents must abide by all applicable security regulations of the Department of Airports (DOA), Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA). Any of Service Provider's officers, invitees, employees, suppliers, contractors, and agents who require unescorted access to any secured areas of the Airport where access is controlled must make application for, and wear, the properly designated Airport security badge. Those employees or contractors seeking access to secured areas must submit a set of fingerprints for a Criminal History Records Check (CHRC) conducted by the Federal Bureau of Investigation (FBI) as required by TSA Regulation Part 1542. In addition, the applicant must submit biographical information for a Security Threat Assessment (STA) conducted by the TSA. At the time the application is made, Service Provider shall be responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge. The current fee for fingerprinting is \$35.00 per person. The current cost of an initial security badge is \$20.00 per person. Upon a satisfactory completion of the CHRC and STA, the applicant must then attend a security badging session to receive training and have a security badge issued.

25.02 Lost, Stolen Badges, or Termination of Employment

Service Provider shall or cause its officers, invitees, employees, suppliers, contractors, and agents to: (a) immediately report lost or stolen security badges; (b) immediately return security badges of all personnel transferred, or terminated, from Airport assignment; (c) immediately return all security badges of personnel terminated from the Service Provider's employment; (d) immediately return all security badges upon termination or cancellation of this Agreement; and (e) immediately report to the Director or his designated representative the names of all persons from whom Service Provider is unable to obtain the return of security badges.

25.03 Renewal of Badges

Upon expiration of any badge, Service Provider shall ensure that all officers, invitees, employees, suppliers, contractors, and agents timely renew their badge and pay the then applicable badge renewal fee which is currently \$15.00 per person.

ARTICLE 26. CIVIL PENALTIES

26.01 Assessment

Service Provider shall be responsible for any civil penalties which may be assessed upon it, or the Trust, or the City, for violations occurring at the Airport by Service Provider, its officers, invitees, employees, suppliers, contractors, and/or agents. Should a civil penalty assessment be made to Service Provider, the Trust, or the City as a result of the actions of Service Provider, its officers, invitees, employees, suppliers, contractors, and/or agents, the Trust shall also charge and bill Service Provider a processing fee of two hundred fifty dollars (\$250.00) plus the amount of any civil penalty. Service Provider shall pay Trust such amount immediately upon receipt of such invoice.

26.02 Indemnification

In this regard, Service Provider will indemnify, defend and hold the Oklahoma City Airport Trust and the City of Oklahoma City harmless from and against any claims, suits, causes of action, costs and fees, including attorney's fees, arising from or connected with any such civil penalty assessment, or claim of such civil penalty assessment. This provision shall survive the termination of this Agreement.

ARTICLE 27. AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

27.01 ACDBE Goal

The Airport has an annual non-rental car overall goal for ACDBE participation in Airport concession agreements of 5.93%. However, this Agreement does not have a concession specific ACDBE goal. Even though there is not a concession specific goal associated with this Agreement, if Concessionaire/Contractor/Permittee is unable to qualify directly as an ACDBE then Concessionaire/Contractor/Permittee shall utilize best efforts throughout the term of this Contract/Agreement/Permit to reasonably utilize the services of or to purchases goods and supplies from an ACDBE and/or to identify and to encourage ACDBE qualified subcontractors or suppliers to become ACDBE certified.

Concessionaire/Contractor/Permittee /etc. understands that it may satisfy the requirements herein by direct certification as an ACDBE, through an approved joint venture arrangement, or by contracting with a certified ACDBE for the purchase of supplies, goods or services associated with this Contract/Agreement/Permit.

In order to be considered as an ACDBE, the Concessionaire/Contractor/Permittee /etc. or its contractor/subcontractor must be certified as such by the State of Oklahoma, Department of Transportation (ODOT) under its Uniform Certification Program. Contact information for such certification may be obtained by contacting the ODOT website at <http://www.okladot.state.ok.us/> or by phone (405) 522-3379. Current ACDBE's may also be found on the ODOT website.

27.02 Reporting Requirements

An ACDBE concession specific goal or ACDBE participation when no specific goal is

established in this Article is based on a percentage of the gross revenues or gross sales of the ACDBE's to the Lessee and Lessee shall report the gross revenues or gross sales of an ACDBE along with the Lessee's gross revenues monthly/annually in writing to the Director or his designated representative for this concession.

Lessee may be required to submit the following information:

- A. Documentation that the ACDBE participant(s) are properly certified with ODOT.
- B. The names and addresses of ACDBE companies and/or suppliers that will participate in the concession.
- C. A copy of any agreement(s) with ACDBE participant(s).
- D. A description of the type of business or businesses that ACDBE participant will operate or goods or services to be provided to Lessee by the ACDBE participant.
- E. The dollars paid to an ACDBE or the gross revenues or gross payments made for the participation of each ACDBE firm participating in this Agreement.
- F. Information on the estimated investment required on the part of the ACDBE and any unusual management or financial arrangements between the Concessionaire and ACDBE.
- G. Information on the estimated gross receipts and net profit to be earned by the ACDBE.
- H. Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal.
- I. Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment.
- J. If the contract goal stated above is not met for each year of the Agreement, or if there is no stated concession specific goal, evidence of good faith efforts.

27.03 Monitoring and Good Faith Efforts – Specific Goal

The Concessionaire/Contractor/Permittee shall make good faith efforts, as required in Part 23 and defined in 49 CFR Part 26, Appendix A, to meet the concession specific goal for ACDBE participation in the performance of this concession. The Lessor reserves the right to implement monitoring and enforcement mechanisms to ensure Lessee's compliance with 49 CFR Part 23. Lessee must make reasonable efforts to provide any requested documents to assist the Lessor in its enforcement and monitoring efforts. At any time a Lessee fails to reach its contractually required goal, said Lessee will be required to substantiate its good faith efforts to return to compliance. These reports will be required on a quarterly basis until compliance is achieved or until it is determined that Lessee's efforts are insufficient.

27.04 Monitoring and Good Faith Efforts – No Specific Goal

Lessee shall make good faith efforts as required in Part 23 and defined in 49 CFR Part 26, Appendix A, to utilize ACDBE participation in the performance of this concession even though no concession specific goal is established. The Lessor reserves the right to implement monitoring and enforcement mechanisms to ensure Lessee compliance with 49 CFR Part 23. Lessee must make reasonable efforts to provide any requested documents to assist the Lessor in its enforcement and monitoring efforts. Lessee will be required to periodically substantiate its good faith efforts to utilize ACDBE participation during the Airport's ACDBE compliance and reporting term.

27.05 Good Faith Efforts When Terminating or Substituting an ACDBE

Good Faith Efforts when terminating or substituting an ACDBE sub-concessionaire. Concessionaire shall make good faith efforts to replace or to substitute an ACDBE sub-concessionaire that is terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE to the extent needed to meet any concession specific goal. Concessionaire must give five (5) days prior written notice to the ACDBE sub-concession and to Lessor of its intent to request to terminate and/or substitute and the reason for the request before such termination and/or substitution is effective. The Concessionaire must give the ACDBE sub-concessionaire at least five (5) days to respond to the Concessionaire's notice if the ACDBE objects with the termination or substitution. Such response by the ACDBE shall be provided to the Concessionaire and the Lessor. Lessor shall then have five (5) days to approve or to deny the Concessionaire's action. If required in a particular case as a matter of public necessity (*e.g.*, safety), the Lessor may provide a response period shorter than five (5) days. No termination or substitution of an ACDBE shall be effective until approved by the Lessor.

Lessee's good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its work on a concession with another certified ACDBE shall include reasonable efforts in a timely manner to find another ACDBE to perform at least the same amount of work under the agreement as the ACDBE that was terminated, to the extent needed to meet the agreement goal that the Lessor established for the procurement. The good faith efforts shall be documented by the Lessee. If the Lessor requests documentation from the Lessee under this provision, the Lessee shall submit the documentation to Lessor within seven (7) days, which may be extended for an additional seven (7) days if necessary at the request of the Lessee, and the Lessor shall provide a written determination to the Lessee stating whether or not good faith efforts have been demonstrated.

27.06 Good Faith Efforts When Terminating or Substituting an ACDBE

Good Faith Efforts when terminating or substituting an ACDBE sub-concessionaire. Concessionaire shall make good faith efforts to replace or to substitute an ACDBE sub-concessionaire that is terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE to the extent needed to meet any concession specific goal. Concessionaire must give five (5) days prior written notice to the ACDBE sub-concession and to Lessor of its intent to request to terminate and/or substitute and the reason for the request before such termination and/or substitution is effective. The Concessionaire must give the ACDBE sub-concessionaire at least five (5) days to respond to the Concessionaire's notice if the ACDBE objects with the termination or substitution. Such response by the ACDBE shall be provided to the Concessionaire and the Lessor. Lessor shall then have five (5) days to approve or to deny the Concessionaire's action. If required in a particular case as a matter of public necessity (*e.g.*, safety), the Lessor may provide a response period shorter than five (5) days. No termination or substitution of an ACDBE shall be effective until approved by the Lessor.

Lessee's good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its work on a concession with another certified ACDBE shall include

reasonable efforts in a timely manner to find another ACDBE to perform at least the same amount of work under the agreement as the ACDBE that was terminated, to the extent needed to meet the agreement goal that the Lessor established for the procurement. The good faith efforts shall be documented by the Lessee. If the Lessor requests documentation from the Lessee under this provision, the Lessee shall submit the documentation to Lessor within seven (7) days, which may be extended for an additional seven (7) days if necessary at the request of the Lessee, and the Lessor shall provide a written determination to the Lessee stating whether or not good faith efforts have been demonstrated.

27.07 Failure to Comply

Lessee further understands that failure to cooperate in good faith with these provisions may result in:

- A. Suspension or debarment pursuant to 49 CFR Part 23 and 2 CFR parts 180 and 1200;
- B. Enforcement action pursuant to 49 CFR Part 31;
- C. Prosecution pursuant to 18 U.S.C § 1001; or
- D. Termination of this Agreement as provided in this Agreement.

ARTICLE 28. GENERAL CONDITIONS

28.01 Notices

Notices to Trust or Service Provider pursuant to the provisions hereof shall be sufficient if sent by: (a) registered or certified mail, return receipt requested, postage prepaid, and deemed received on the third business day after the date mailed if recipient refused proper delivery; (b) a nationally recognized overnight courier (receipt requested) and deemed received the next business day following the date it was sent if the recipient refused proper delivery; (c) electronic mail and deemed received on the date sent if sent during normal business hours of the recipient and on the next business day if sent after normal business hours of the recipient; or (d) hand delivered, addressed to:

For the Trust: Oklahoma City Airport Trust
Will Rogers World Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159-0937
Telephone: (405) 316-3200
Email: grace.clayton@okc.gov

For the Service Provider: [NAME]
[ADDRESS]
[CITY, ST ZIP]
[TELEPHONE]
[EMAIL]

A party may designate a change to the physical address by written notice given to the other Party in accordance with this Paragraph 28.01.

Unless otherwise stated herein, notice to each party shall be sufficient and deemed received

on the third business day if sent by U.S. Postal Service regular mail, postage prepaid, to the address listed herein whether accepted, or if hand delivered. Bills, statements, and other communication to or Trust may be through telephone or sent through the U.S. Postal Service regular delivery, or electronic mail.

28.02 Non-Waiver

The waiver by Trust of any breach of the Service Provider of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by the non-breaching party to seek a remedy for any breach by the breaching party be a waiver by the non-breaching party of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

28.03 Binding Effect

This Agreement shall be binding upon the parties, and their respective successors and assigns, as of the Effective Date.

28.04 Severability

In the event any terms, covenants, conditions, or 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 term, covenant, condition, or provision hereof.

28.05 Entire Agreement; Modification Hereof

This Agreement (including the Exhibits hereto) expresses the entire understanding of Trust and the Service Provider concerning the Agreement at the Airport and all agreements of Trust and of Service Provider with each other, and neither Trust nor Service Provider has made or shall be bound by any agreement or any representation to the other concerning the Agreement which is not expressly set forth in this Agreement (including the Exhibits hereto). This Agreement (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed by Trust and Service Provider.

28.06 Execution of Counterparts

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

28.07 Effect of Saturdays, Sundays and Legal Holidays

Whenever this Agreement requires any action to be taken on a Sunday, a Saturday, or a legal holiday, such action shall be taken on the first business day occurring thereafter in the place where the action is to be taken. 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 Sunday, a Saturday, or a legal holiday recognized by the City of Oklahoma City, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

28.08 Descriptive Headings: Table of Contents

The descriptive headings of the sections of this Agreement and any table of contents annexed thereto or copies hereof 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.

28.09 Construction and 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 or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, 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.

28.10 Venue

The parties acknowledge and agree that in the event of any dispute or disagreement that necessitates court intervention, the venue for all litigation shall be the District Court of Oklahoma County, Oklahoma.

28.11 Construction of Agreement

In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

28.12 Recitals Contractual in Nature

The parties acknowledge and agree that the recitals as contained hereinabove in this Agreement are contractual in nature and binding on the parties.

28.13 Holding Over

If Service Provider shall hold over without the written consent of Trust, by and through the Director and remain in possession of the Designated Areas after the expiration of the term specified herein, such possession by Service Provider shall be deemed to be merely a month-to-month tenancy for up to six (6) months from the expiration date, terminable earlier at any time by either party upon thirty (30) day written notice to the other party. During any such month-to-month tenancy for a holdover not consented to by the Trust, Service Provider shall promptly pay at a rate of 125% of the total monthly rents, fees and charges. All other provisions of this Agreement shall apply to said month-to-month tenancy. A holdover agreed to by the parties shall be at the terms set forth herein unless otherwise agreed upon by the parties at the time of holdover.

28.14 Conflicts

If there is a conflict between any provision within the Agreement or any Exhibit, then the language contained in any article, paragraph or section with the Agreement shall govern and control over any conflicting language, term, or provisions in any Exhibit.

28.15 Surrender of the Designated Areas

Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of this Agreement, or any extension hereof, Service Provider agrees to surrender possession of Designated Areas peacefully and promptly to Trust in as good condition as existed at the effective date of this Agreement, ordinary wear, tear and obsolescence only excepted.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement as of
The Effective Date stated above.

_____, **Service Provider**

Signature

Printed Name

Title

APPROVAL RECOMMENDED:

Director of Airports

APPROVED by the Trust and signed by the Chairman of the Oklahoma City Airport Trust this
_____ day of _____, 2024.

ATTEST:

OKLAHOMA CITY AIRPORT TRUST

Trust Secretary

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT A – SCOPE OF SERVICES

Wireless Services:

The Service Provider shall provide the following services:

- Innovative, professional, streamlined, functional, and successful practices to assist the Trust with WLAN Replacement and Operations and Maintenance Services.
- The existing WLAN requires replacement to meet current technology standards.

Term:

The Professional Services Agreement with Trust anticipated commencement date:

- June 1, 2024, and will consist of two agreements: a one (1) year term (Installation Agreement) and a five (5) year agreement for WLAN operations and maintenance.
- The Service Provider will be required to provide WLAN Services consistent with the Sample Agreement (s). These agreements are intended to run sequentially, though the Trust reserves the right to alter this intended course at
- The Service Provider shall meet with the Director of Airports (“Director”) and appropriate Department of Airports (“DOA”) staff members, upon commencement of the Professional Services Agreement and throughout the term, to review and discuss performance and business issues as needed, in order to achieve the objectives of the Trust, but not less than monthly with DOA IT personnel.

Requirements:

The Service Provider shall adhere to the following requirements:

- Use of the most current Wi-Fi technology that will enable the Trust Wi-Fi system to provide world-class Wi-Fi service to the system users over the term of the contract.
- Upgrade the Wi-Fi system technology for the life of the WLAN system management contract.
- Deliver and maintain a Wi-Fi system that provides travelers through WRWA with consistent Wi-Fi data download capability benchmarked quarterly to fall within the top 20 U.S. airport Wi-Fi global broadband speed test rankings, as measured by airport Wi-Fi ranking organizations such as Ookla, over the term of the contract.

Service locations:

The WLAN services are to be provided in the following locations:

- Throughout all of the public areas of the WRWA terminal environment (interior) and also on the interior of the Consolidated Rent-A-Car (“ConRAC”) Facility, as well as the bus pickup area in front of the ConRAC Facility.

Additional Requirement:

The Trust requires the Service Provider to have a completed Special Questionnaire on file that reflects:

- Service Provider's qualifications to address a potential future expansion of the Trust wireless environment with an implementation of an indoor/outdoor Citizens Band Radio Services ("CBRS") system and indoor Distributed Antenna System ("DAS"), which is anticipated to cover various operational areas, both indoors and outdoors, including wide-spread campus locations. Such service is not a part of this RFP.
any time and in any way.

Contract Termination:

Upon contract termination, all installed hardware and cabling system shall become the sole property of Trust.

[Remainder of page intentionally left blank]

SAMPLE DOCUMENT ONLY

EXHIBIT B – REQUIREMENTS

1. WLAN System Design:

1.1 WLAN Replacement System:

- 1.1.1 Provide system design services and associated design document package.
- 1.1.2 Conduct a Radio Frequency (RF) survey to identify the following:
 - 1.1.2.1 Potential interference from other WLANs and/or other RF sources
 - 1.1.2.2 Define access point placement to ensure consistent WLAN signal strength to support uninterrupted Passpoint and Fast Roaming
- 1.1.3 Conduct system design review sessions with the Trust.
- 1.1.4 Provide an Implementation Plan.
 - 1.1.4.1 Implementation Plan shall
 - 1.1.4.1.1 Address the implementation approach, activities, risks, and risk mitigations.
 - 1.1.4.2 Ensure the implementation minimize disruption to the operation and performance of existing WLAN through cooperation with the current provider
- 1.1.5 Obtain the Trust's written approval of the system design package and Implementation Plan prior to ordering components and initiating deployment activities.

1.2 Provide current technology Wireless Access Points ("WAP") that provide usage longevity and a growth path for future passenger device usage (i.e., 2.4/5/6GHz device users) with the following capabilities, but not limited to the following:

- 1.2.1 Provide Wi-Fi 6E WAPs (802.11ax compliant, with 6GHz radios)
- 1.2.2 Provide 802.11ax capabilities (e.g., Passpoint/fast Wi-Fi roaming)
- 1.2.3 Provide dual CAT-6A cables to each Wi-Fi 6/6E WAP
- 1.2.4 Provide data connectivity to both WAP data ports, to ensure redundancy of operation and ability for the Wi-Fi 5/6 GHz radios to properly operate. To be discussed as part of Proposer and Trust design review.
- 1.2.5 Capability to perform over-the-air packet capture (implemented with associated server)
- 1.2.6 Built-in sensors to capture air quality, humidity, and temperature
- 1.2.7 Integrated BLE 5 in 802.11 ax APs
- 1.2.8 Multiple radio technologies (Zigbee, Thread, etc.)
- 1.2.9 Support gateway technology for IoT devices and applications
- 1.2.10 Flexible Radio Assignment (FRA)
- 1.2.11 Provide ability to analyze the RF environment to select best channels and channel widths
- 1.2.12 With dual radios (i.e., 2.4 GHz and 5 GHz or Dual 5 GHz radios), ability for one radio to scan for attacks, RF interference, and rogue devices, while

- 1.2.13 the other radio simultaneously delivers service.
- 1.2.14 Analyze the operating environment and determine if a 2.4 GHz radio is required to provide service to passengers.
- 1.3 Provide all equipment, hardware, components, cabling, wiring, software, and software licensing required to support the WLAN requirements, through the end of the contract.
 - 1.3.1 Ensure central core switches are designed such that they are not a single point of failure.
 - 1.3.2 Ensure WLAN controllers are designed such that they are not a single point of failure.
 - 1.3.3 Ensure redundancy is designed into the major system components so that no single piece of equipment can cause the whole system to fail.
 - 1.3.4 Provide PoE switches with a minimum of 10% installed spare port, UPS and wiring capacity in each wiring closet.
 - 1.3.5 In the event main power is interrupted, the Uninterruptable Power Supply “(UPS)” systems power to the WLAN components shall remain uninterrupted for a continuous period of 15 minutes.
 - 1.3.6 Provide the following services:
 - 1.3.6.1 Provide Location-Based Services (“LBS”)
 - 1.3.6.2 Provide a Wi-Fi network optimized to support Wi-Fi roaming and Passpoint (802.11u and 802.11i) capability with sufficient coverage to provide uninterrupted voice communication coverage (i.e., off-loading of cell phone service to the Wi-Fi system) from a passenger entry to the Trust facilities through to the gate. The Trust intends this functionality to enhance passenger cell phone reception without having to implement a DAS until a later date.
- 1.4 Provision of Internet connection.
 - 1.4.1 Provide dual internet connections, geographically separated to ensure continuation of service in the event of cable damage.
 - 1.4.2 Provide dual internet connections from separate Internet Service Provider (“ISP”) to prevent total disruption of ISP service.
 - 1.4.3 Provide sufficient bandwidth to support anticipated bandwidth usage (shall not be less than 200 Mbps download speed per user), to include increased Wi-Fi call usage.
 - 1.4.4 Annual reviews with DOA IT personnel to increase available bandwidth as demand increases over the life of the contract.
- 1.5 Equipment Longevity/Technology Refresh
 - 1.5.1 The initial new equipment installation shall use current network equipment technology (i.e., having been commercially available no longer than two years, from the date of installation) for APs, PoE switches, and WLAN controllers) to ensure initial equipment longevity over the life of the five-year contract, without having to replace APs, PoE switches, or WLAN

- controllers during the initial 5-year term.
- 1.5.2 No network equipment to be installed shall have a manufacturer defined end of life (EOL) less than 5 years.
 - 1.5.3 Exceptions will be made to items 1.5.1 and 1.5.2 above, on a case-by-case basis, as mutually agreed between the Proposer and DOA IT personnel.
 - 1.5.4 Develop and implement a Technology Refresh Plan in cooperation with DOA IT personnel:
 - 1.5.4.1 The Refresh Plan basis shall consist of existing Trust inventory plus new proposed hardware/software
 - 1.5.4.2 The Refresh Plan shall encompass all WLAN hardware and software.
 - 1.5.4.3 The Refresh Plan shall ensure, but not be limited to, a schedule to replace outdated, end-of-life equipment, and/or equipment that will become incompatible with other newer equipment/software, to ensure security integrity, and proper system operation and performance.
- 1.6 Download/upload performance
- 1.6.1 Minimum download speed during heavily congested hold room conditions shall not be less than 200Mbps, with corresponding upload speeds.
 - 1.6.2 During annual system reviews or as deemed necessary by Trust personnel, speeds shall be adjusted higher to meet increased demand for wireless service.
 - 1.6.3 See Appendix XX for current public Wi-Fi statistics.
- 1.7 Coverage. Proposer shall provide reliable wireless communications throughout all the Trust Terminal areas frequented by passengers.
- 1.7.1 Identify high occupancy areas and low occupancy areas, and position wireless access points to ensure excellent Wi-Fi signal coverage and capacity for both occupancy types. High occupancy areas are those areas where large concentrations of passengers occur (e.g., Bag claim, check-in, ticketing, and hold rooms).
 - 1.7.2 AP installation requirements:
 - 1.7.2.1 Max spacing between APs of 50 feet. This requirement is intended to assure that Passpoint and Fast Roaming capabilities work properly. This requirement is subject to agreed modification during the design review with DOA IT personnel.
 - 1.7.2.2 All APs shall be mounted below 15 ft where practicable (for maintenance purposes)
 - 1.7.2.3 All user devices must be within range of at least three audible APs at all times.
 - 1.7.2.4 Estimated maximum number of WLAN users is 190 users across three gate hold rooms. (This calculation is based upon 250 users with an estimated 75% of those 250 actually using the WLAN system.

1.8 Quality of Service QoS

- 1.8.1 QoS shall be monitored daily
- 1.8.2 The Proposer shall provide access to Key Performance Indicators (KPIs) to include but not be limited to:
 - 1.8.2.1 Key component uptimes (i.e., WLAN Controller, PoE Switches, APs, Core distribution switches).
 - 1.8.2.2 Bandwidth and throughput
 - 1.8.2.3 Signal strength
 - 1.8.2.4 Latency

1.9 Landing Page

- 1.9.1 Shall capture the language setting from the browser
- 1.9.2 Support secure and user-friendly access authentication using Single Sign-On from popular accounts such as, but limited to, Google, Yahoo, Facebook, LinkedIn, etc.
- 1.9.3 Offer language toggle
- 1.9.4 Enable administrator push notifications and alert banners
- 1.9.5 Provide screen space for Trust functions, such as, but not limited to, customer loyalty programs, Chat capability, airport surveys, other services.
- 1.9.6 Provide proximity-based alert capability.

1.10 Future Additional Services

Future service requirements are provided below with the desire that the Proposer will describe their planned ability to meet these at a future time. *See the Minimum Qualifications Section for additional considerations on these services.*

- 1.10.1 The Trust anticipates the future implementation of a 5G Citizens Band Radio Services (CBRS) private wireless network. The Proposer should have the ability to meet the future deployment needs of the Trust, should the Trust, at its sole discretion, choose to use this contract to acquire a CBRS installation.

- 1.10.1.2 The private wireless network will enable network connectivity across the entire campus, in places such as on the ramp (past the plane tail), out on the perimeter, mobile data gathering, expand the Trust network and public Wi-Fi and other yet to be defined use cases.

- 1.10.1.3 The network will be scalable as the needs of the Trust change and be able to connect devices such as, but not limited to – CCTV cameras, access control systems, airline ramp mobile devices, and others.

- 1.10.1.4 It is anticipated that the CBRS network will be managed by the Proposer, while allowing the Trust to manage, operate and receive status of the CBRS provisioned extensions of the current Trust network.

- 1.10.2 The Trust anticipates the future implementation of a Distributed Antenna System (DAS), should the Trust, at its sole discretion, choose to use this contract to acquire a DAS installation.

- 1.10.2.1 The DAS will be Neutral Host, unless otherwise stated by the Trust.

- 1.10.2.2 The DAS shall meet or exceed RF signal coverage, quality, and performance specifications from each wireless service provider (WSP)

using the DAS to deliver clear, strong cell phone signals throughout normally passenger occupied areas, any cellular dead zones on the campus, and any other operational areas desired by the Trust.

2. Installation Requirements: This section's requirements shall be discussed with DOA IT personnel for mutual agreement during the design phase, as discussed in section 1.1 above.

- 1.1 Provide an implementation plan, as part of final negotiations, to be mutually agreed upon, for the implementation of the new WLAN.
- 1.2 Develop a Wi-Fi system test plan in cooperation with the DOA IT personnel, to be used for final acceptance.
- 1.3 Provide all necessary mounting hardware to include, but not be limited to, brackets, ceiling mount hardware, J-hooks, wall mount hardware, etc. for installation of the WAPs and cabling.
- 1.4 Provide all necessary racks with power distribution units (PDUs) to house rack mounted equipment.
- 1.5 Install all associated hardware and mounts in accordance with the governing City building codes and Trust facility guidelines.
- 1.6 Provide and install any additional conduit, enclosures, power panels and associated power wiring as required to implement the Wi-Fi network.
- 1.7 When implementing new power systems, ensure sufficient spare capacity is available to support future upgrades, such as a CBRS installation.
- 1.8 Provide any necessary scissor lifts, ladders, etc. required to mount the WAPs and install cabling.
- 1.9 Acquire and install the Wi-Fi equipment according to a mutually agreed schedule. The Trust reserves the right to acquire the necessary equipment the Proposer identifies as required to achieve the replacement/implementation.
- 1.10 Unpack and verify proper operation of all acquired Wi-Fi system components. Proposer is responsible for proper disposal of packing materials and construction and installation debris.
- 1.11 Pack and ship any items to be returned for replacement.
- 1.12 Install the PoE edge switches, wireless controller operating systems, and other major system components including the wireless access points, to provide an operational WLAN system.
- 1.13 Test the completely installed system and ensure proper operation of the Wi-Fi system and end components according to the mutually agreed Test Plan.
- 1.14 The existing Wi-Fi system availability shall be maintained, with an agreed degree of degradation with DOA IT personnel, during the upgrade period.
- 1.15 Comply with Trust defined construction work hours.

2. System Operation, Maintenance and Management:

- 2.1 Upon contract award, immediately commence coordination with current WLAN provider to coordinate transition from old WLAN to new WLAN.
- 2.2 Provide WLAN system operation, maintenance, and management functions

through the duration of the Operations and Maintenance contract.

2.3 Comply with Trust physical security requirements to include, but not be limited to the following:

- 3.3.1 Security badge requirements
- 3.3.2 Federal Inspection Area (“FIS”) access requirements
- 3.3.3 Handling of Trust and City Proprietary, and Confidential information.
- 3.3.4 Handle SSI information in accordance with C.F.R. Part 1520 in the maintenance, safeguarding, and disclosure of records and information that falls into the SSI category.

- 3.5 Develop a partnering relationship with the Trust to develop, trial and implement additional use cases.
- 3.6 Provide landing page support to Trust personnel and authorized contractors including, but not limited to, Trust web development, Trust surveys, parking concessions, as required.
- 3.7 Provide and perform maintenance according to a Service Level Agreement (SLA) as defined in Section 7 of these requirements, or as mutually agreed.
- 3.8 Provide an 800 or equivalent Trouble Call line for passengers to receive assistance in connecting to the WLAN.
- 3.9 Provide a monthly maintenance report to identify all outages, and maintenance activities performed.

4. Provide Reporting and System Usage Visibility:

- 4.1 Provide the Trust with a monthly usage report detailing usage of each device type and the average speeds obtained by the device type.
- 4.2 Provide the Trust with access to a data analytics capability to view key performance characteristics, such as, but not limited to the following:
 - 4.2.1 Passenger Personally Identifiable Information (PII)
 - 4.2.2 E-Mail validation, Phone, Opt-in text
 - 4.2.3 Location/Dwell times
 - 4.2.4 Unique Device ID
 - 4.2.5 Device UID
 - 4.2.6 Customer web traffic
- 4.3 The Trust shall own the data associated with the WLAN. This includes, but is not limited to, system data, maintenance data, management data, procurement data, usage data.
- 4.4 WLAN data shall not be used by the Contractor without the express permission of the Trust.
- 4.5 The Trust shall have direct access to this data on a real-time basis.
 - 4.5.1 Explain the Proposer’s experience in such arrangements and how this would work with the proposed Trust installation.
 - 4.5.2 Direct access via licenses provided by Proposer or alternate no cost methodology are acceptable.

5. Offset Implementation/Operations and Maintenance Costs:

- 5.1 The Trust expects that revenue streams available from industry agreements, fees, and services provided to tenants and concessionaires shall cover, to the greatest extent possible, implementation costs, operations, and maintenance costs, and provide the Trust with revenue.
- 5.2 Provide and implement opportunities, as approved by the Trust, to monetize the WLAN system without interfering with passengers' usage of the system. For example, other than accepting legal terms of usage, no videos or commercials, or multiple click throughs are to be required to be viewed prior to usage being granted. However, the splash page can have links to offers, surveys, or that can provide other airport-related information that a visitor may choose to click, or not, without impeding their access to the free Wi-Fi. Free Wi-Fi shall not have differentiated download/upload speeds; it shall all be homogeneous and premium in quality.

6. Cyber Security Requirements:

- 6.1 The selected Proposer(s) shall incorporate industry IT security best practices to ensure WLAN user protection, but not be limited to the following:
- 6.1.1 Required firewall functionality
 - 6.1.1.1 Automated Threat Intelligence (Proprietary/Open Source)
 - 6.1.1.2 Intrusion Detection/Prevention
 - 6.1.1.3 Distributed Denial of Service ("DDoS") Protection
 - 6.1.1.4 VPN remote monitoring connectivity
 - 6.1.1.5 Malware Detection/Protection
 - 6.1.1.6 Security Analytics and Logging
 - 6.1.1.7 Regular backups of key components operating systems and collected system and PII data
 - 6.1.2 Patches/updates shall be bench-tested prior to implementation to avoid system outages.
 - 6.1.3 Ensure the latest operating system and firmware patches have been applied to all components monthly unless emergency patches are required.
 - 6.1.4 Log all security related events, including unauthorized attempts to access privileged services, and report them as agreed with the Trust. For example, security events can be categorized as low priority, medium priority, and high priority. The Trust will require reporting as mutually agreed.
 - 6.1.5 The Proposer shall acquire commercial cyber security risk insurance to cover the Trust and Proposer.
 - 6.1.6 All monetization efforts and use of the wireless system for eCommerce shall comply with all Oklahoma and Federal Privacy laws as well as laws regarding Personal Identifiable Information ("PII"), Payment Card Industry Data Security Standard ("PCI DSS") Merchant Level 1 and 2 and

Health Insurance Portability and Accountability Act (“HIPAA”) Privacy and Security Rules.

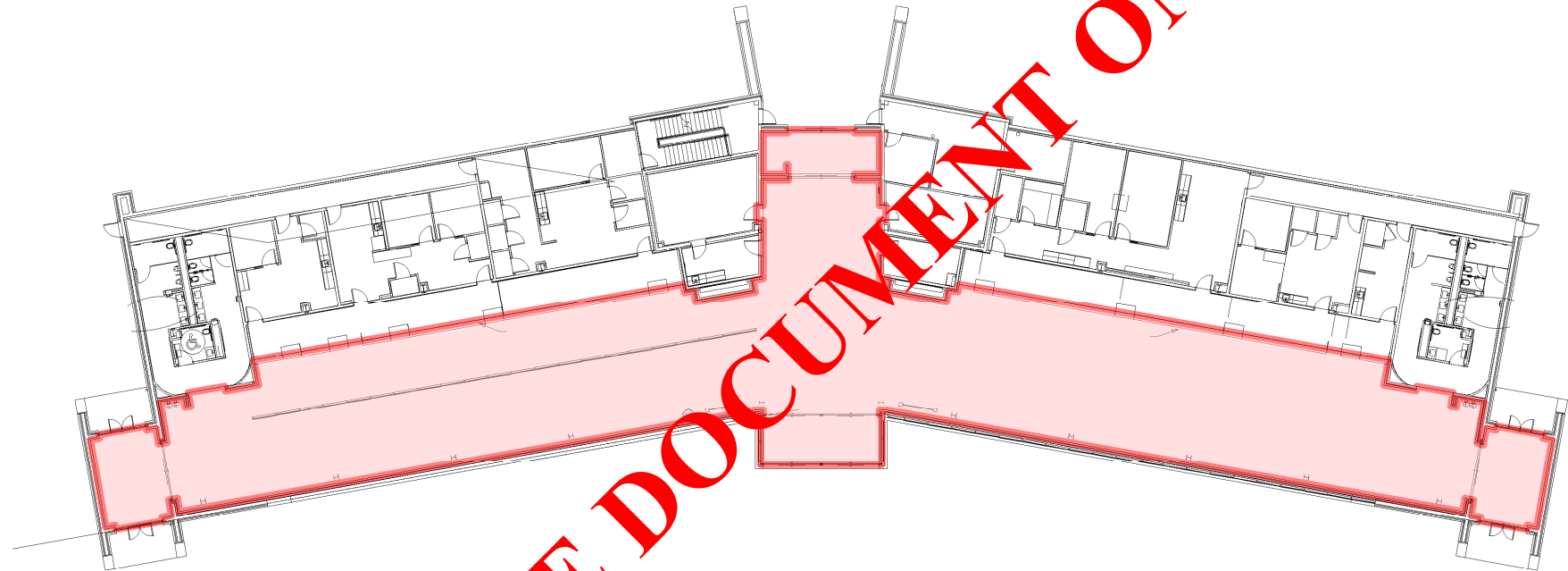
- 6.1.7 The system shall support future wireless security standards Wi-Fi Protected Access 3 (“WPA3”) for user protection.
- 6.1.8 Security appliances shall ensure system integrity and protection from external security threats.
- 6.1.9 Provide security monitoring capability to monitor for security events and enable mitigation of security events.
- 6.2 The Proposer shall describe their proposed methodology for providing data backups which align with generally accepted industry standards.

[Remainder of page intentionally left blank]

SAMPLE DOCUMENT ONLY

EXHIBIT "C"

WRWA Public Wifi Coverage Map - Conrac CSB

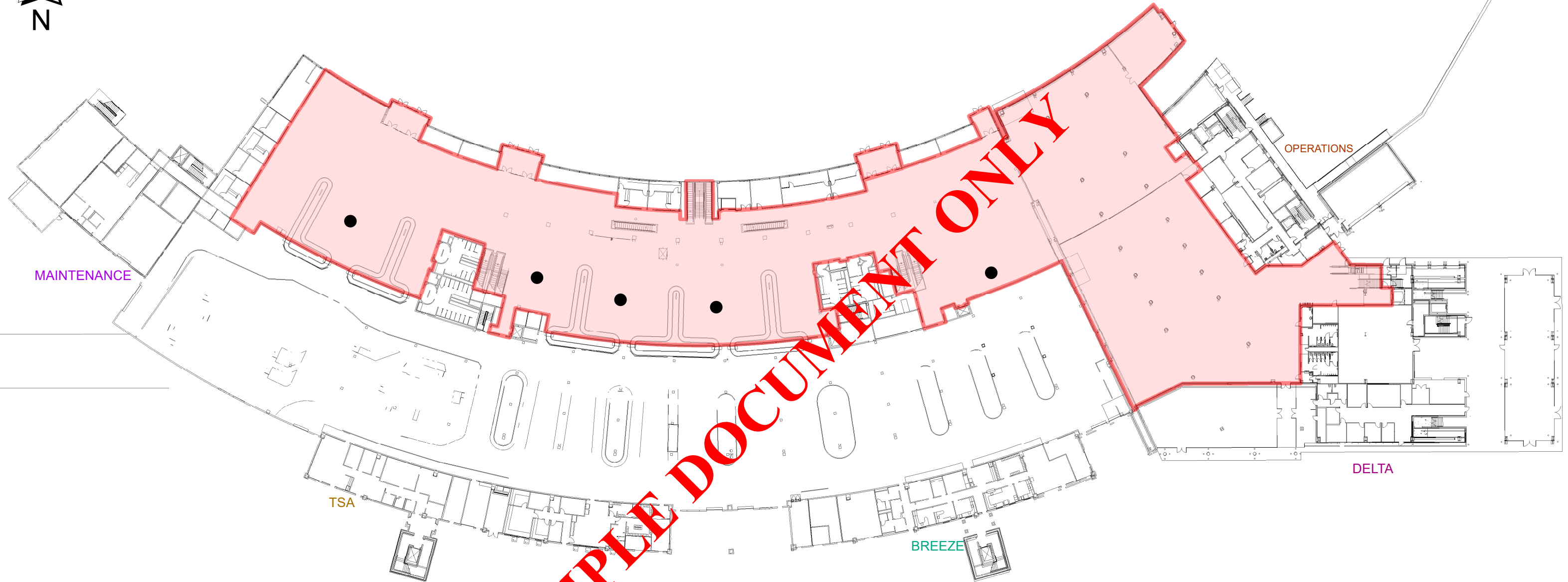


 Coverage Area



EXHIBIT "C"

WRWA Public WiFi Coverage Map - 1st Floor, Main Terminal





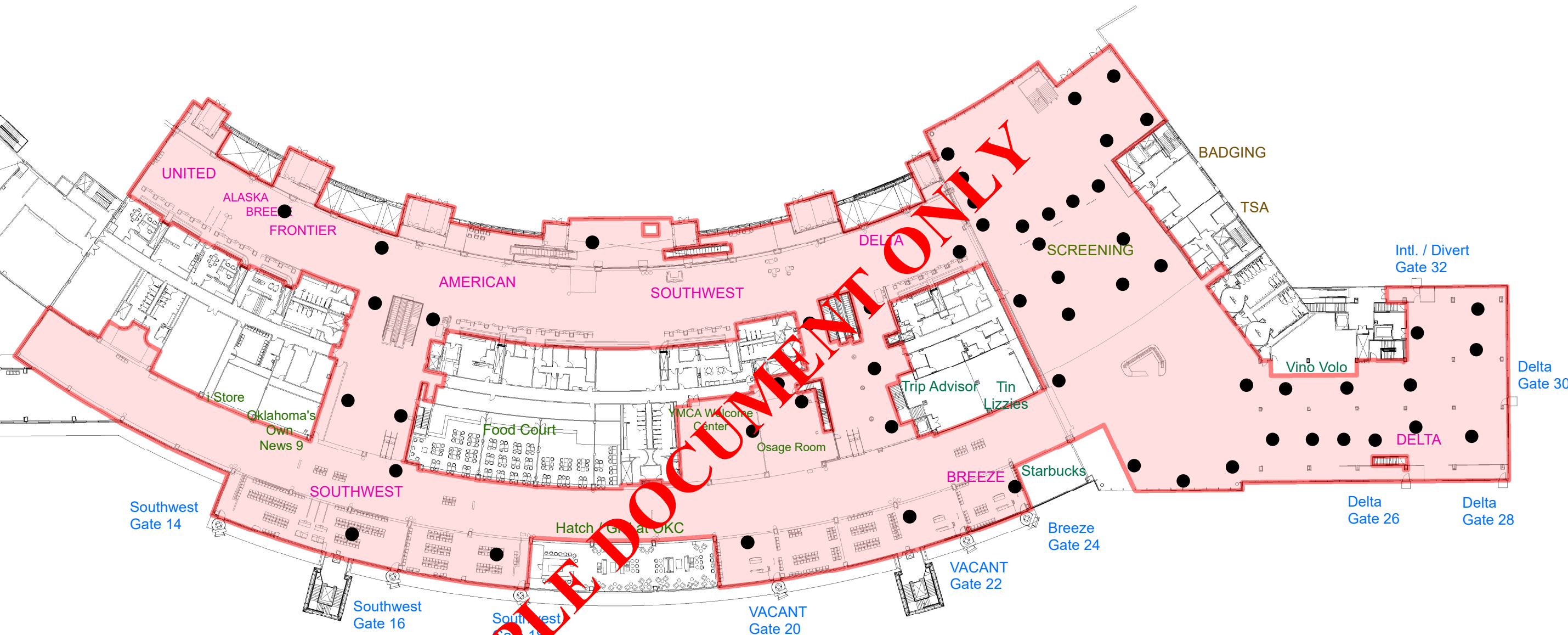
-  Coverage Area
-  Existing APs

EXHIBIT "C"

WRWA Public WiFi Coverage Map - 2nd Floor, Main Terminal



SAMPLE DOCUMENT ONLY



-  Coverage Area
-  Existing APs

EXHIBIT "C"

WRWA Public Wifi Coverage Map - 2nd Floor, West Terminal

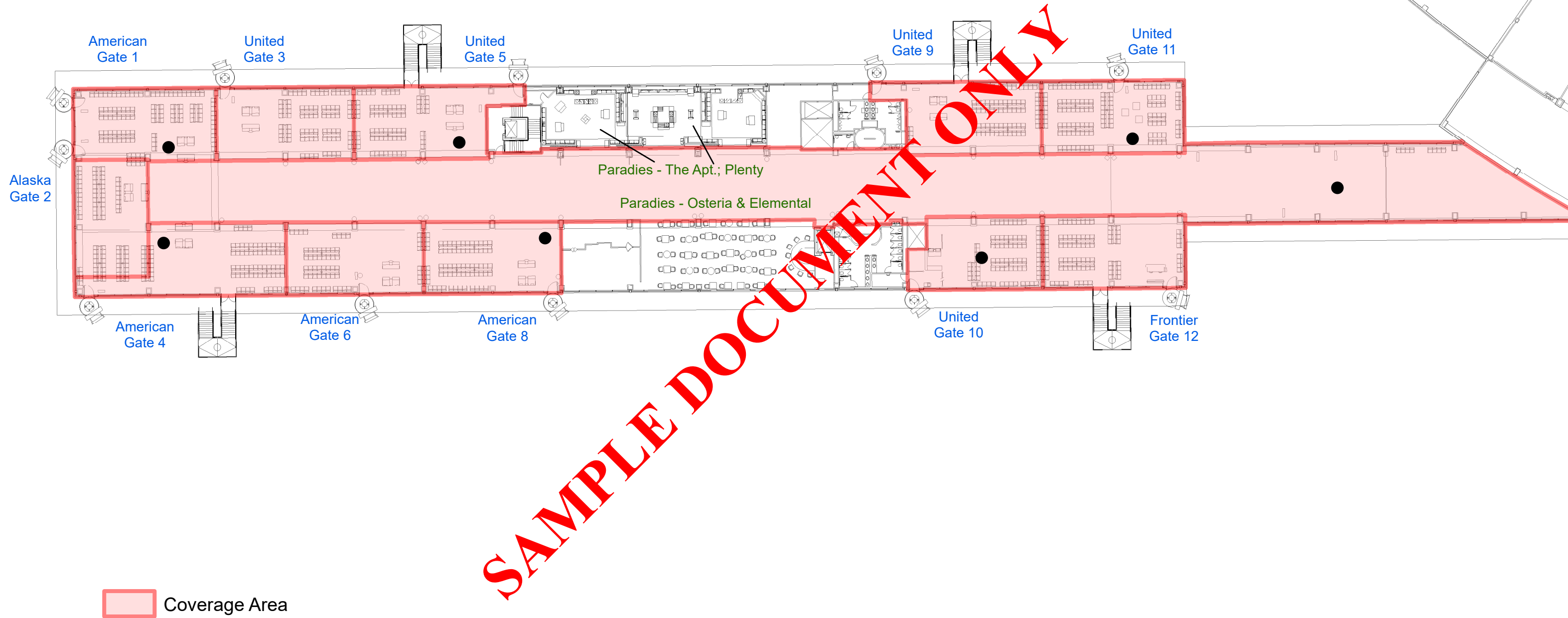
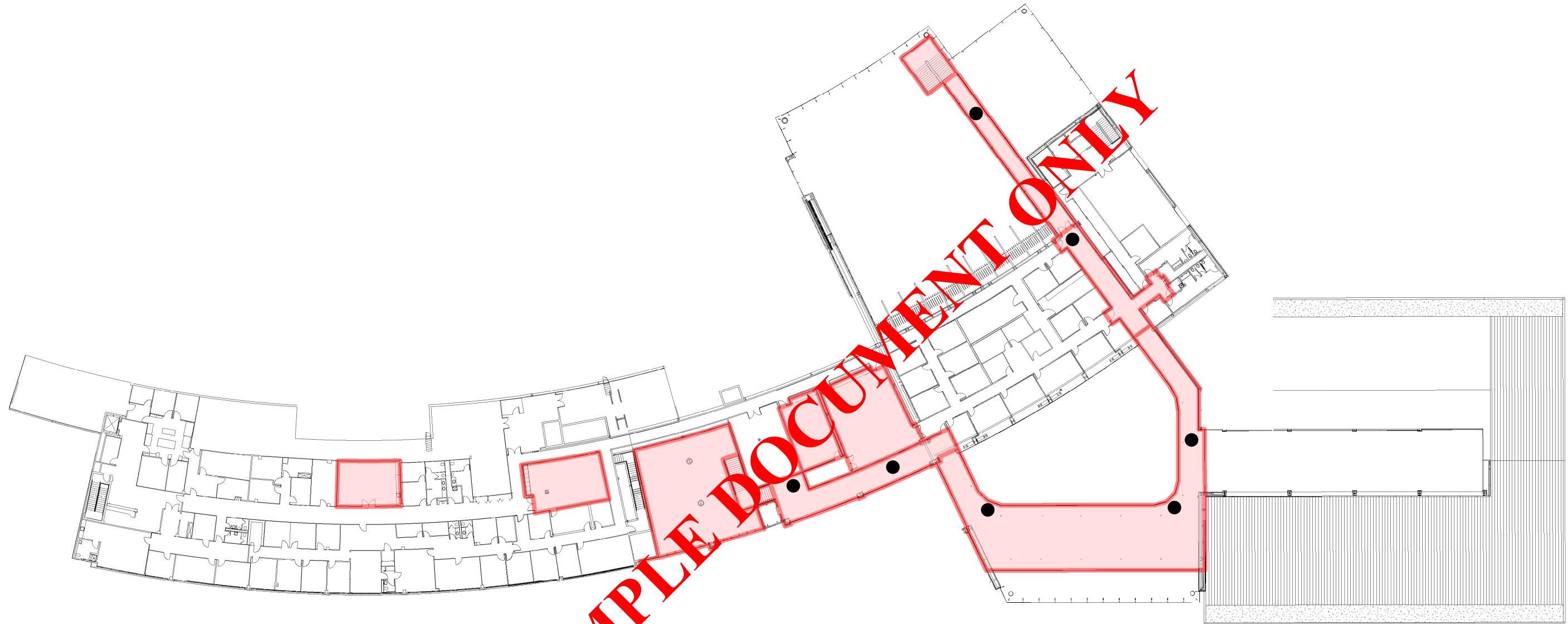


EXHIBIT "C"

WRWA Public Wifi Coverage Map - 3rd Floor, Mezzanine Level



 Coverage Area

 Existing APs

EXHIBIT "C"

WRWA Public WiFi Coverage Map - BasementTunnel



SAMPLE DOCUMENT ONLY

 Coverage Area

 Existing Aps

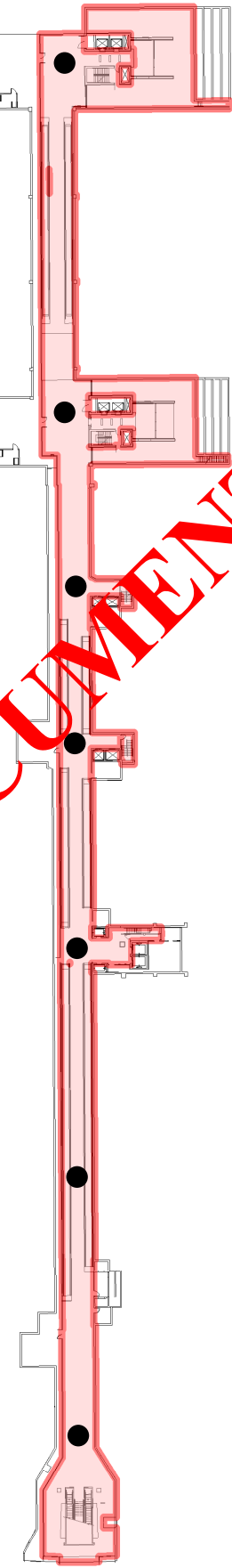



EXHIBIT D – FORM OF CERTIFICATE OF INSURANCE

ISSUE DATE: _____		 OKLAHOMA CITY AIRPORT TRUST CERTIFICATE OF INSURANCE		PROJECT OR CONTRACT NUMBER: _____	
PRODUCER		NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICES BELOW, EXCEPT AS SHOWN BELOW.			
ADDRESS		COMPANIES AFFORDING COVERAGE			
INSURED		COMPANY A LETTER			
ADDRESS		COMPANY B LETTER			
		COMPANY C LETTER			
		COMPANY D LETTER			
		COMPANY E LETTER			
COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY ____ OCCURRENCE ____ CLAIMS MADE ____ AND TAIL ____ COVERAGE ____ CONTRACTUAL ____ LIABILITY ____ Ded/SIR \$ _____				AGGREGATE	
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURRENCE	
				MEDICAL EXPENSES (Any One (1) Person)	
AUTOMOBILE LIABILITY ____ ANY AUTO ____ ALL OWNED AUTOS ____ SCHEDULED AUTOS ____ HIRED AUTOS ____ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
WORKERS COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				EACH ACCIDENT	
				DISEASE - POLICY LIMIT	
				DISEASE - EACH EMPLOYEE	
VALUABLE PAPERS INSURANCE (If required by Contract)					
EXCESS LIABILITY (If required by Contract)				EACH OCCURRENCE	
				AGGREGATE	
OTHER (If required by Contract)					
DESCRIPTION OF OPERATION/VEHICLES/SPECIAL ITEMS THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY. CONTRACTUAL LIABILITY INCLUDED.					
CERTIFICATE HOLDER(S) The City of Oklahoma City and The Oklahoma City Airport Trust 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159-0937		CANCELLATION IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION, REDUCTION IN COVERAGES OR NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER. AUTHORIZED REPRESENTATIVE SIGNATURE TELEPHONE NUMBER: ()			

CERTIFICATE OF INSURANCE EXPLANATION OF
SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR
RFP-OCAT-2402A-WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES
EXHIBIT D
Page 1 of 2

THE CITY OF OKLAHOMA CITY AND PARTICIPATING TRUST(S)

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City and/or Trust rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or Trust must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation, reduction in coverages (other than an aggregate limit provision reduction) or nonrenewal for nonpayment of premium must be provided to the City and/or Trust so that the City and/or Trust may take appropriate action.

Many certificates of insurance are received by the City and its Trusts and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City and Trust have the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. The City and Trust rely upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the City and/or Trust) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them as shown in the Certificate.

The City and/or Trust must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract. Neither the named insured nor its insurance company may attach any endorsement(s) or rider(s) to the insurance policy or this Insurance Certificate that change or modify the insurance requirements, obligations, or additional insured status of the Trust or City in any manner. To the extent the insurance policy or any endorsement or rider is inconsistent with the contractual insurance obligations, the contractual agreement between the insured and the Trust and/or City shall control.

No activity will begin until the insurance Certificate is received. Your cooperation in providing the City and/or Trust with acceptable evidence of insurance compliance will prevent confusion and delay.

EXHIBIT E - WLAN DESIGN, DEVELOPMENT, AND DEPLOYMENT PLAN

Phase	Description of Phase	Timeline (weeks)
Strategy and Planning		
Design		
Acquisition of Components (Active Components and cable plant)		
Testing		
Cutover Plan from Old System to New System		
Implementation/Final Testing		
Operations and Maintenance Plan		

**EXHIBIT F - WIRELESS IMPLEMENTATION AND OPERATIONS AND
MAINTENANCE SOLUTIONS**

Project	Description of Solution
WLAN Services	
WLAN Replacement	
Operations and Maintenance Deployment Plan	

SAMPLE DOCUMENT ONLY

EXHIBIT G – PRICING PROPOSAL

Exhibit G is a sample guide. Proposers may make modifications as necessary to outline cost, fees, and or revenue for their perspective proposals.

A. Wireless Implementation and Maintenance Fees

All work performed by Key Personnel for the Wire and Implementation Services shall be billed and paid only at the following hourly rates:


Project Manager	\$
Design Team Lead	\$
Operations and Maintenance Team Lead	\$
On-Site System Maintainer/Operation	\$
Other	\$

B. Additional Wireless Implementation and Maintenance Fees

All work performed by Key Personnel for the Additional Wire and Implementation Services shall be billed and paid only at the following rates:

Project Manager	\$
Design Team Lead	\$
Operations and Maintenance Team Lead	\$
On-Site System Maintainer/Operation	\$
Other	\$

Date Filter is in January 2024 Data Granularity is Day Connect Type Grouping is No Grouping



180,947

Connections ⓘ

180,612

User Connects ⓘ

126,362

Unique Users ⓘ

36.08 TB

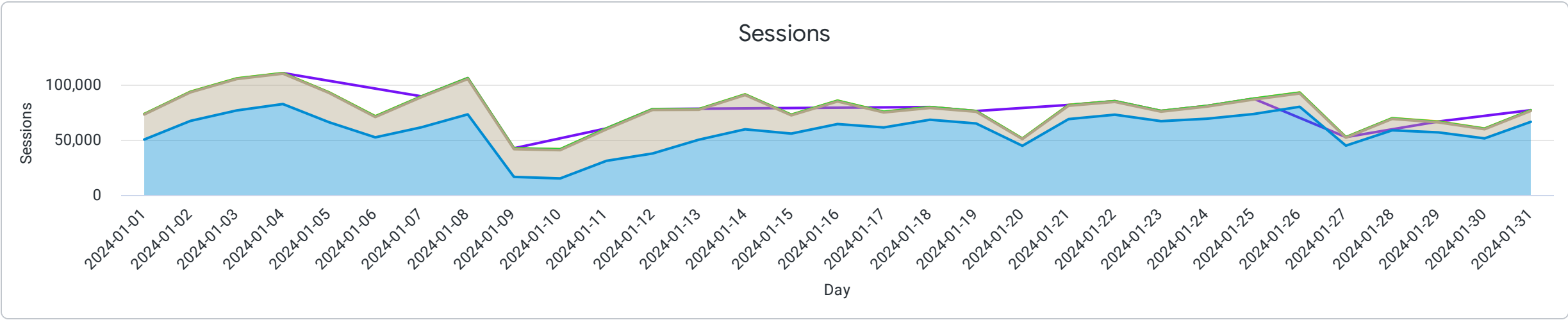
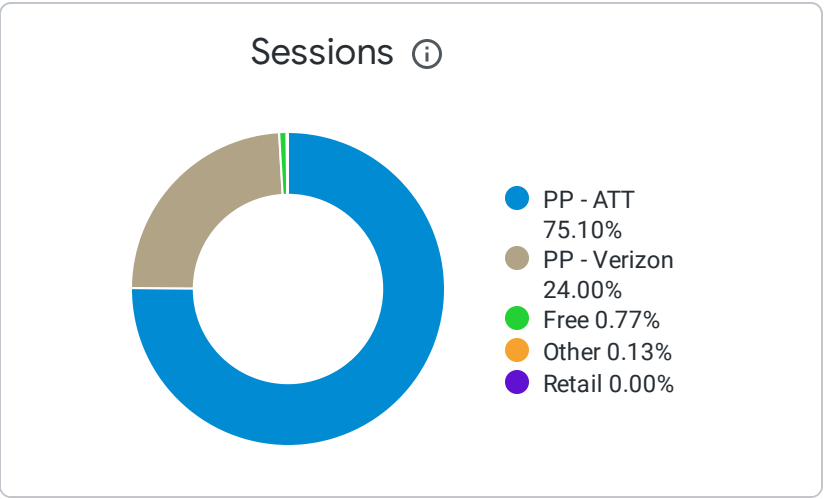
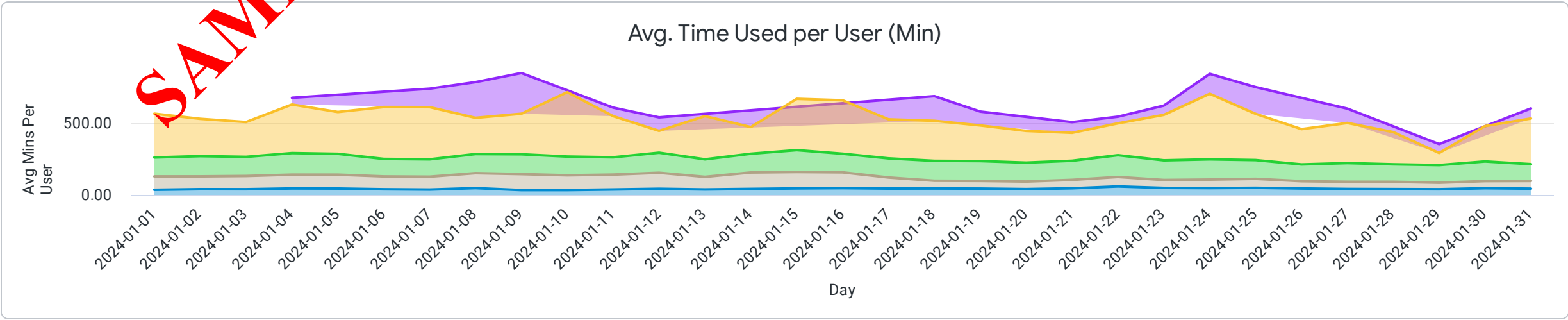
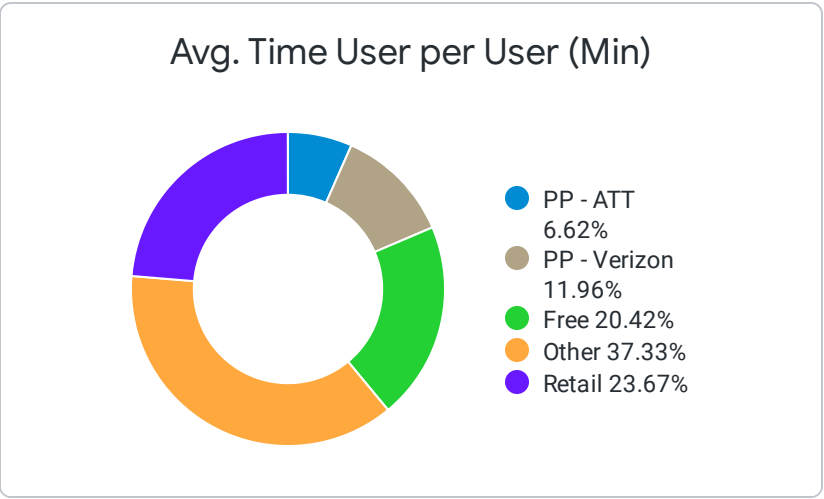
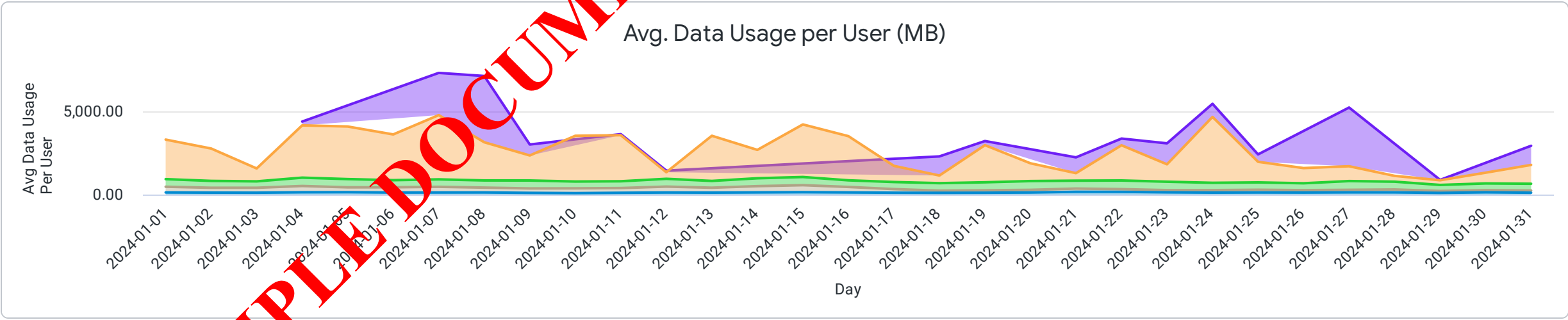
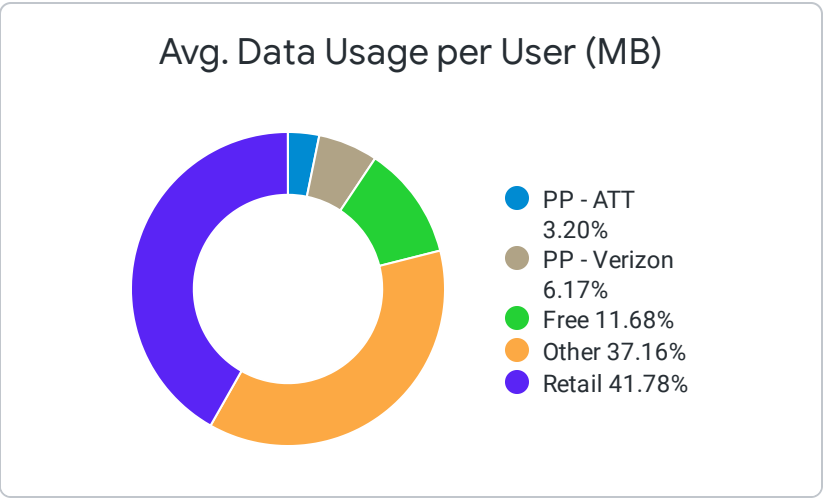
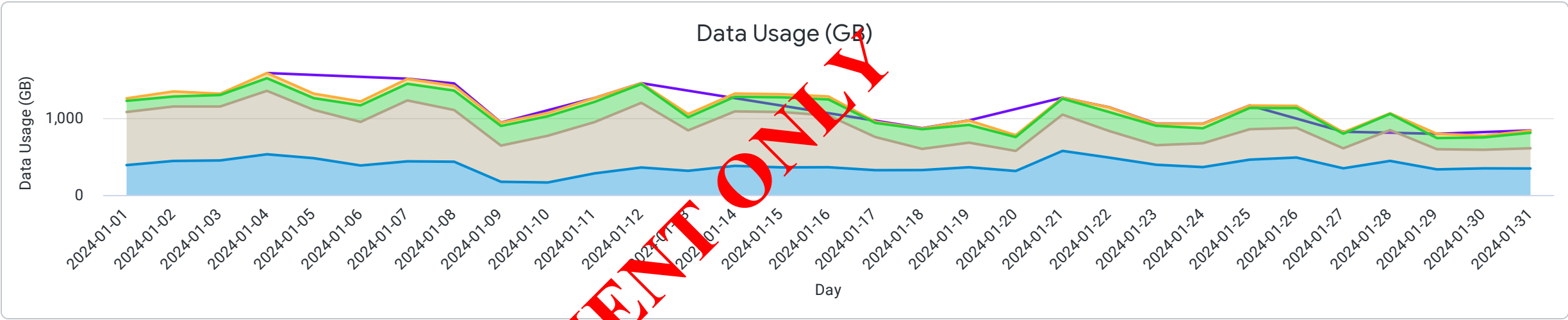
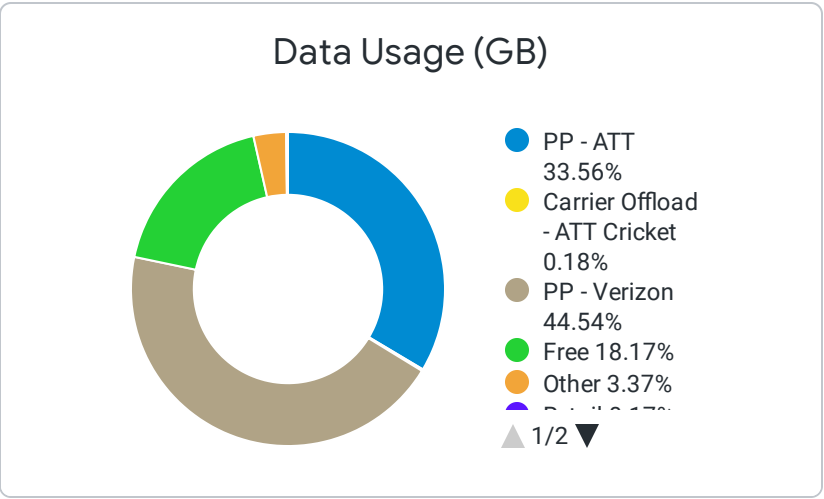
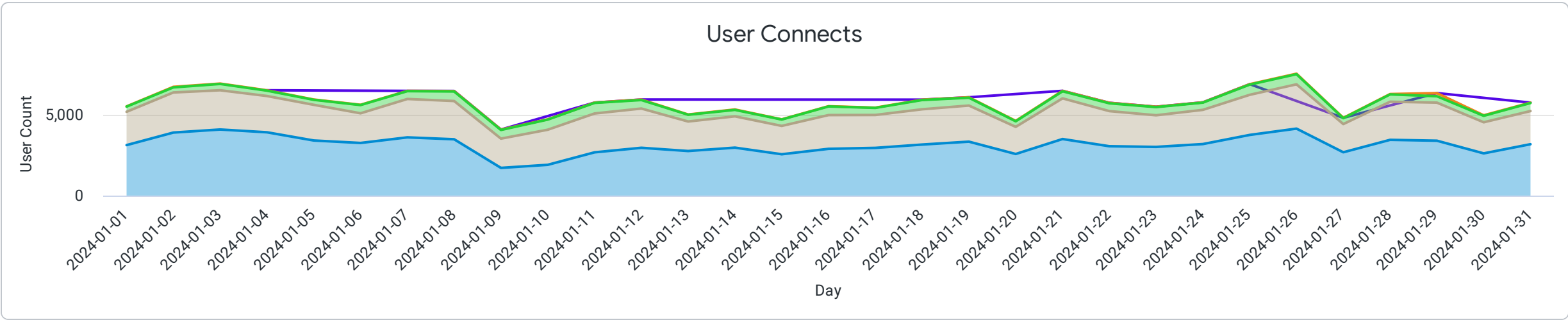
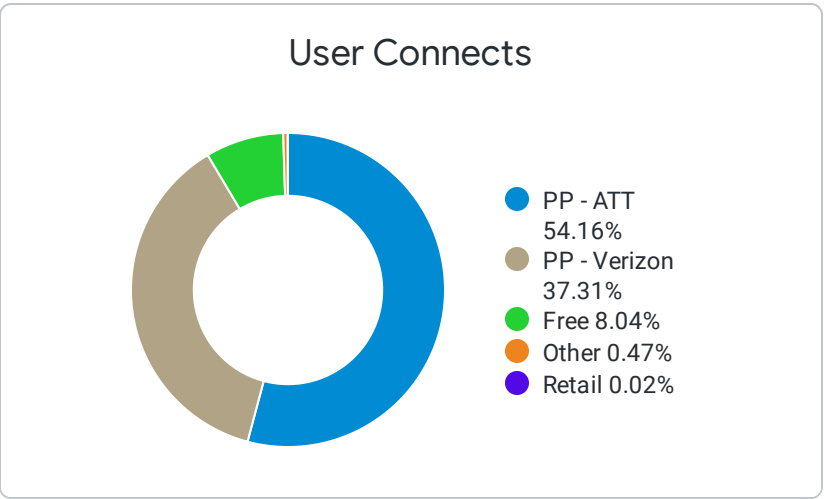
Data Usage ⓘ

200

Avg. Data Usage per User (MB) ⓘ

65

Avg. Time Used per User (Min) ⓘ



If you have any questions or concerns, the Boingo NOC is available 24/7.

877-726-4646 | NOC@boingo.com

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price, or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

Type Name of Authorized Agent/Representative _____ Title _____

Signature _____

Company Name _____

Address _____ Zip Code _____

Telephone Number and Fax Number, if any _____

TO BE COMPLETED BY THE NOTARY:

State of * _____)
 County of _____) SS.
 [*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this _____ day of _____, _____ by _____
 [Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: _____ [Oklahoma] _____ Type Name of Notary Public _____

My Commission Expires: _____ [Date/Year] _____ Signature of Notary Public _____
 [49 Okla. Stat. 2011 §119]

NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

- a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and,
- b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract
- c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO
AGREEMENT/CONTRACT AWARD**

Sign Here **X**

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any



The City of OKLAHOMA CITY

City of Oklahoma City and
its Trusts

Updated 2019 Bid REP-OCAT-2402A

(Internal use only)	
PeopleSoft Vendor ID: _____	Entered by: _____
Helpdesk Ticket #: _____	Date: _____

VENDOR REGISTRATION FORM

Please print legibly or type this information. Form must be completed and signed by authorized individual.

If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).

- ☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
- ☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety

Please provide the City Department or Employee you are working with:

City Department

City Employee

- ☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

Select all types of applicable update(s):

☐ Address ☐ Name ☐ Tax ID ☐ Contact Information ☐ ACH/EFT Other: _____

How did you hear about us? _____

SDBE Program: Please select all applicable vendor characteristics:

- ☐ Disadvantaged Business Enterprise ☐ DUNS Number - _____
- ☐ Small Business - as defined by the U.S. Small Business Administration
- ☐ Women-Owned Business - % women owned / controlled _____ %
- ☐ Minority-Owned Business - % Minority owned / controlled _____ %
- Ethnicity(ies) _____

If you checked any of the above boxes, please provide a brief description of your business: _____

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities? ☐

Do you wish to receive payments by electronic funds transfer? ☐ Check here if same as PO address ☐

PURCHASE ORDER ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____

PAYMENT REMITTANCE ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts See [11 O.S. § 8-113](#).

Return to Airport Finance:

okcatap@okc.gov

Signature of Person Authorized to Sign

Date Signed

Print Name

Title

Question and Answers for Bid #RFP-OCAT-2402A - WRWA WIRELESS IMPLEMENTATION AND MAINTENANCE SERVICES

Overall Bid Questions

There are no questions associated with this bid.