



TULSA AIRPORTS IMPROVEMENT TRUST

RFP #315

**DISADVANTAGED BUSINESS ENTERPRISE CONSULTING
SERVICES**

Issued on: August 26, 2010

Responses Due: September 17, 2010

Submit proposals to:

**Tulsa Airports Improvement Trust
Attention: Darla Harvey
Tulsa Airport Authority Offices Room A217
7777 E Apache St
Tulsa, Ok 74115**

NIGP Commodity Code 918-79

I. BACKGROUND INFORMATION/OBJECTIVES:

The Tulsa Airports Improvement Trust (hereafter "TAIT") has established a Disadvantaged Business Enterprise (DBE) Program and an Airport Concession DBE (ACDBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 & Part 23. TAIT has received federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, TAIT has signed an assurance that it will comply with 49 CFR Parts 26 (DBE) & 23 (ACDBE). TAIT is seeking a consultant to provide assistance in meeting the reporting requirements and provide on-call assistance for DBE issues.

II. TERM OF CONTRACT:

It is anticipated that TAIT will enter into a contract with the selected Consultant for an initial term ending one (1) year from the date of execution, with four (4) one-year renewals available at the mutual option of TAIT and Consultant.

III. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. Proposals must be received by September 17, 2010 at 5:00 p.m. CDT. Please submit your Proposal in an envelope clearly marked, "RFP # 315 Disadvantaged Business Enterprise Consulting Services."
2. Proposals must be sent to:
Att: Darla Harvey
Tulsa International Airport
Tulsa Airport Authority Offices, Room A217
7777 E Apache St, Tulsa Ok 74115
3. All interested Respondents are required to register with the Buyer, Darla Harvey, in order to receive addenda. The Tulsa Airports Improvement Trust is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification of the Request for Proposal must be made via e-mail and must be received prior to the end of business day on September 10, 2010.

Darla Harvey, Buyer
darlaharvey@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly as possible. If a question requires only clarification of instructions or specifications, it will be handled via e-mail. If any question results in a material change or addition to the RFP, the changes or additions will be forwarded to all registered Respondent as quickly as possible by addendum.

5. Respondent shall designate a contact person, with appropriate contact information, to address any questions concerning its proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.

B. GENERAL NOTIFICATIONS:

1. The Tulsa Airports Improvement Trust notifies all possible respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance on any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or any other basis prohibited by law.

2. All proposing entities must comply with the Americans with Disabilities Act (ADA) and all proposals and subsequent contracts, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure that its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood the program of the Respondent is not a program or activity of the Tulsa Airports Improvement Trust. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstance will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”

3. The Tulsa Airports Improvement Trust (TAIT) also notifies all respondents that TAIT has the right to modify the Request for Proposal and final selection of work product requirements as needed.

4. Although it is TAIT's intent to choose only the most qualified respondents to interview, TAIT reserves the right to choose any number of qualified respondents for interview and/or final selection.
5. This Request for Proposal does not commit the Tulsa Airports Improvement Trust to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof.

IV. TIMEFRAME FOR REVIEW

It is anticipated that a contract will be signed as soon as possible after an award recommendation is made.

V. SCOPE:

The products, reports, and plans to be delivered to TAIT will include:

- A. All work papers necessary to certify that all Department of Transportation DBE and ACDBE requirements have been met in proper form for submittal to the DOT, shall be delivered to the appropriate airport representative. Current regulatory updates on the DBE and ACDBE Programs may be obtained at <http://osdbuweb.dot.gov>. The selected consultant will be expected to stay current on all DOT requirements of the DBE and ACDBE Programs. Currently, the following reports are required and due to the DOT on the dates noted:
 1. DBE Accomplishment Report due December 1, 2010.
 2. ACDBE Accomplishment Report due March 1, 2011.
 3. DBE Three-Year Goal due August 1, 2011.
 4. ACDBE Goal Update due September 30, 2012.

VI. FIRM AND PROPOSAL REQUIREMENTS:

- A. One (1) original and three (3) copies of the Proposal.
- B. A description of the qualifications and experience of key personnel to be assigned to this project. Include any relevant certifications, training, or degrees completed.
- C. A description of previous relevant projects for organizations of similar size and complexity. Provide names and telephone numbers of references from these organizations.

- D. At the discretion of TAIT, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- E. Any expenses incurred by the Respondent(s) in appearing for an interview or providing additional information as part of the response to this Request For Proposal are solely the responsibility of the Respondent. TAIT is not liable for any costs incurred by the Respondent(s) in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by TAIT.

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three Tulsa Airport Authority employees will evaluate proposals. Selection shall be made as determined to be in the best interests of TAIT. The approval of the selected firm will be subject to approval of the TAIT Board of Trustees and will be contingent upon the successful completion of a contract between TAIT and the successful Respondent. TAIT reserves the right to waive any minor irregularities in Proposals received.

VIII. FINANCIAL SECTION:

- A. Proposals must include the estimated number of hours (not to exceed) required for the completion of each component as well as the hourly rate for these services. Proposers are to provide a cost breakdown for the first contract year with estimates of rates and hours for each of the subsequent option periods.
- B. Estimated Project costs shall be provided including a breakdown for each aspect identified in the Respondent's Scope of Work and a periodic payment schedule. Any applicable discounts shall also be listed.
- C. Proposals shall also include an hourly rate for on-call DBE/ACDBE consulting services, which may be billed by ¼ hours.

IX. AWARD OF PROPOSAL:

TAIT shall evaluate proposals based on the following criteria and assigned percentages:

- A. Professional qualifications, specialized experience and technical competence of the personnel to be assigned to the types of service required. (25%)
- B. Demonstrated Capacity and Capability of the firm with respect to such factors as cost control, quality of work, and ability to meet deadlines. (25%)

C. Record of past performance. Please provide references. (25%)

D. Price per hour. (25%)

X. MISCELLANEOUS:

A. Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the contract documents, if awarded to you.

B. The use of the TAIT's name in any way as a potential customer is strictly prohibited except as authorized in writing by TAIT.

C. TAIT is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf

Further, your company will be bound to comply with the provisions set forth in this RFP unless any and all deviations are explicitly stated in your proposal and accepted by TAIT. TAIT will not infringe on any intellectual property right of any vendor, but specifically reserves the right to use any concept or methods contained in the Proposal. Any desired restrictions on the use of information contained in the Proposal should be clearly stated. Responses containing proprietary data will be safeguarded with the same degree of protection as TAIT's proprietary data. Any such proprietary data contained in your Proposal must be clearly identified. TAIT shall not be under any obligation to return any materials submitted in response to this RFP.

D. TAIT expects to enter into a written Agreement with the chosen vendor which incorporates this RFP and Respondent's Proposal. In addition to any terms and conditions included in this RFP, TAIT may include in the Agreement other terms and conditions as deemed necessary.

XI. GENERAL CONTRACT TERMS:

A. All contracts entered into by TAIT shall include, but not be limited to, the following general terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this agreement. The continuing purchase by TAIT of the Services set forth in this Agreement is

subject to TAIT's needs and to TAIT's annual appropriation of sufficient funds in TAIT's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event TAIT does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by TAIT.

2. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless TAIT, City of Tulsa, its officers, employees, and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
3. **General Liability.** Contractor shall hold TAIT, City of Tulsa, its officers, employees, and agents harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary **precaution** to prevent any harm or loss to all persons and property related to the Agreement.
4. **Liens.** Pursuant to the City of Tulsa's Charter (Art. XII, §5) no lien of any kind shall exist against any property of the City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
5. **No confidentiality.** Contractor understands and acknowledges that TAIT is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with TAIT's compliance with its statutory requirements thereunder.
6. **Compliance with Laws.** Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor is responsible for any costs of such compliance. Contractor shall be responsible for complying with all applicable federal, state and local laws, including but not limited to U.S. immigrations laws.
7. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the

Services provided hereunder are subject to inspection, examination, and copying by City/TAIT or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the four year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the four year retention period, whichever is later.

8. **Governing Law and Venue.** The agreement, once executed, shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa, County, Oklahoma and each party waives any objection to such venue.

9. **No Waiver.** A waiver of any breach of any provision of the Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

10. **Entire Agreement/No Assignment.** The Agreement and any documents incorporated therein will constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the TAIT does not agree to the terms of any future agreement, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without TAIT's prior written consent. Contractor shall not be entitled to any claim for extras or any kind or nature.

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with TAIT.

Company Name: _____

Date: _____

By: _____

Name Printed: _____

Title: _____