

REQUEST FOR PROPOSAL
FOR A
WIRELESS DATA SYSTEM AND
WIRELESS INTERNET SERVICE PROVIDER
AT
TULSA INTERNATIONAL AIRPORT
FOR THE TULSA AIRPORTS IMPROVEMENT TRUST
2009



Tulsa Airports Improvement Trust
7777 E. Apache – Room A217
Tulsa, OK 74115

Attention: Carl Remus
Deputy Airports Director
Finance and Administration

Fax: (918) 838-5199
Voice: (918) 838-5000

Dated: April 9, 2009

REQUEST FOR PROPOSAL
FOR A WIRELESS DATA SYSTEM AND
WIRELESS INTERNET SERVICE PROVIDER
AT TULSA INTERNATIONAL AIRPORT

INVITATION TO SUBMIT PROPOSAL

The Tulsa Airports Improvement Trust ("TAIT") is soliciting proposals for design, installation, management, operation and maintenance of a multi-user Wireless Local Area Network (WLAN or Wi-Fi) for the purpose of providing high-speed wireless internet service throughout the Airline Terminal including the lobby, holdrooms, and concession areas at Tulsa International Airport (TUL). TUL is seeking qualified firms to design, build and operate a neutral-host WLAN based upon the IEEE 802.11b/g/n standard that can accommodate the evolving needs of the Airport's travelers, as well as private side users such as airlines and other tenants, contractors, and vendors, under a neutral open access model.

A completed network design is not required for Proposal submittal; a preliminary design, with descriptions of proposed coverage, equipment locations and specifications is adequate for the purpose of the proposal. The successful Proposer will have the opportunity to perform a complete site survey and network design following award of the contract.

Proposal documents are available at the Tulsa Airport Authority Offices, Passenger Terminal Building, Tulsa International Airport, Room A-217, 7777 E. Apache Street, Tulsa, Oklahoma 74115, Telephone number (918) 838-5000, or on-line at www.tulsaairports.com.

PRE-PROPOSAL MEETING

A pre-proposal meeting and a site tour of the Airline Terminal has been scheduled for April 23, 2009, at 10:00 a.m. Central Standard Time (CST). The meeting will be held at the Passenger Terminal Building, Tulsa International Airport, Room A-217, Tulsa, Oklahoma. 74115.

PROPOSALS SHALL BE DUE

Proposals shall be received by the Airport on or before the close of business May 7, 2009. Proposals must be delivered to:

Tulsa Airports Improvement Trust
7777 E. Apache – Room A217
Tulsa, OK 74115

Attention: Carl Remus

The sealed envelope containing your proposal shall show the name of the proposer and must be clearly marked in the lower left hand corner “Wireless Access RFP.” Any proposal or unsolicited amendments to a proposal received after the closing date and time will not be considered and will be returned unopened.

PROPOSAL SPECIFICATIONS AND REQUIREMENTS

The TAIT WLAN will be based upon the 802.11b/g/n standard and must be capable of supporting the traveling public and Airport tenants in respect to a diverse and growing number of applications and user devices at broadband speeds. The back-end or “wired” portion of the network must be efficient and flexible in order to accommodate future technology upgrades. All costs associated with the design, deployment and ongoing operation of the Wi-Fi network will be borne by the selected proposer.

The successful Proposer will submit information regarding the following:

Network Design

The WLAN must be engineered to preclude interference or to accommodate any existing Airport-approved wireless networks.

The successful Proposer must provide 100% of the hardware and other components required to bring the system online. The successful Proposer may be allowed to utilize some of TUL’s existing cable, fiber and conduit infrastructure, to the extent available. Any additional wiring and all installation expenses will be at the expense of the successful proposer.

- 1. Provide a detailed description of the proposed Wi-Fi Business model and network including equipment, capacity, system capabilities, etc.**

Open Access

The Airport desires a single “open access” network that will provide high-speed wireless Internet service to the traveling public on a transaction basis or via qualified Wireless Internet Service Providers (WISPs). In order to promote use and encourage adoption, the Airport requires that all travelers have the ability to access the network for a reasonable fee without the requirement to become a subscriber or sign up for ongoing services. The customer experience and ease of use are important considerations in the selection of a Wi-Fi operator for the Airport.

In order to insure fair and equal access to the Wi-Fi network, the Airport desires that Wireless Internet Service Providers (WISPs) have access to the WLAN so that they may promote and offer service to their subscribers under their own brand. The successful Proposer is responsible for developing an open access program that provides equal access to all interested WISPs under fair and consistent terms. It will be the responsibility of the

proposer to develop, manage and administer the agreements necessary to accommodate these WISPs.

2. **Describe your open access strategy and “roaming” capabilities.**
3. **Please provide a list of WISPs currently offering service to its subscribers on your networks, particularly in other airports.**

Network Support

The Proposer must provide all services necessary to assure each user a high quality experience, including secure access and authorization, 24x7x365 customer support and network monitoring – reflecting the Airport’s hours of operation - as well as efficient back-office functions (i.e. billing, reconciliation and reporting).

4. **Describe your AAA (access, authentication and accounting) functionality and features.**
5. **Describe your network monitoring capabilities and services.**
6. **Describe your customer service program.**
7. **Describe your portal and customer log-in process and options.**

Installation and Project Plan

The successful Proposer will be responsible for all costs and duties associated with the deployment and installation of the Wi-Fi network, including any required permits or approvals. The successful Proposer is responsible for maintaining a safe work environment and upon completion of the installation, returning the work space/area to its original state.

At the Airport's option, the Tulsa Airport Authority’s Information Services personnel shall be briefed on the operation and maintenance of the on-site network components. The proposer accepts full responsibility for the on-going use, operation, care and maintenance of the network and its various components, including all customer service issues.

Must not interfere with Virtual Private networks (VPNs) for a variety of customers.

The proposed Wi-Fi network shall be completed and operational within 30 days after receipt of the fully executed contract and notice to proceed.

A copy of as-built network documentation, including system configuration, must be provided within 30 days of network launch.

8. **Please provide a plan for Installation and Deployment of the proposed Wi-Fi network, including a project timeline.**

Experience & Qualifications

9. **Describe your experience and qualifications in the design, installation, management and operation of 802.11b/g/n based WLAN services in comparable [airports / public venues]. Cite specific locations and the scope of your offerings there.**

Cite specific examples of some of the private side services you currently offer in comparable locations, including the customer, the scope of services and pricing for each case.

If available, cite specific examples of Airport operational use of your Wi-Fi networks.

Provide specific references for comparable projects in complex public facilities, particularly airports. Include contact information and a brief description of each project.

Promotional Plan

10. **Describe your plans to promote the Wi-Fi network at the Airport.**

Pricing

It is TAIT's policy to provide quality services to our customers. TAIT requests that Wi-Fi pricing be fair and reasonable to all users and that every effort will be exercised to generate incremental revenue through growth in the customer base.

Financial Proposal

All costs associated with the design, deployment and ongoing operation of the Wi-Fi network will be borne by the selected proposer

11. **Provide usage and revenue projections for the Tulsa International Airport Wi-Fi network, based upon the pricing structure you have provided. Please cite any examples you have that support your usage assumptions.**
12. **Please describe your proposed revenue share structure and terms.**

Business/Company

13. **What is the principal business activity of the proposer?**

14. How many years has the proposer been continuously engaged in the Public Wireless Internet Access business?
15. Has proposer (or the individual owners/partners/or joint venture) ever had a Public Wireless Internet Access Concession Agreement canceled or terminated due to default or breach of contract by the proposer? Yes () No ()
If yes, identify the Lessor, the year and the cause of cancellation or termination.
16. Has proposer (or the individuals owners/partners/joint venture) ever been sued by an Airport or like business for issues pertaining to fee payments, rental payments and /or performance Yes () No ()
If yes, identify the Lessor, the year, and the cause of such suit.
17. Has proposer (or the individuals owners/partners/joint venture) ever filed against an Airport owner or like business? Yes () No ()
If yes, identify the Lessor, the year, and the cause of such suit.
18. Has proposer ever had a Bond or Surety canceled or forfeited? Yes () No ()
If yes, identify the Bonding Company, year of cancellation or forfeiture, amount and reason for cancellation or forfeiture.
19. Has proposer ever filed for protection under Federal Bankruptcy Laws? Yes () No ()
() If yes, list the date, Court of Jurisdiction, and amount of assets and liabilities.

SUMMARY

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

AIRPORT INFORMATION

Airport Profile

The Tulsa Airport Authority (“TAA”) operates two airports in Tulsa, Oklahoma. Tulsa International Airport (TUL) is a small-hub air carrier airport served by 15 airlines with approximately 1.6 million enplaned passengers annually. TUL covers approximately 4200 acres with three active runways, remote buildings and the main Airport Terminal.

Richard L. Jones, Jr. Airport (RVS) is a reliever airport with two (2) Fixed Base Operators (FBO) and numerous private hangars.

Airline Passenger Activity

The Airport is served by the following scheduled certificated carriers:

American Airlines	Southwest Airlines
Continental Airlines	United Airlines
Delta Airlines	

Annual Enplanements per Calendar year:

2003	1,373,943
2004	1,475,076
2005	1,563,708
2006	1,586,543
2007	1,608,515
2008	1,591,703

Contact Information:

For additional questions regarding the RFP, please contact:

Carl Remus, Deputy Airports Director
Finance and Administration
7777 E. Apache
Tulsa, OK 74115
Ph: 918-838-5000
Fax: 918-838-5199
cremus@ci.tulsa.ok.us

All questions must be submitted in writing by close of business April 29, 2009.

SELECTION PROCESS

The selection process will be based on the information and references provided in response to this Request for Proposal. A committee comprised of TUL staff will determine how well each company's response meets the Airport's needs and desires for Wi-Fi services and will select the proposal which appears most beneficial to TAIT.

Evaluation criteria will include, but are not necessarily limited to:

1. Meeting the requirements, conditions and instructions as outlined in this RFP.
2. Proposed Network Design, Monitoring, Management, Operation and Support.
3. Experience and Qualifications in the design, installation, management, operation and support of 802.11b/g/n based WLAN services to the public in comparable venues, particularly airports; including AAA, network monitoring and customer service.
4. Experience and Qualifications in providing Wi-Fi services to public and private side users in comparable settings, particularly airports.
5. Proposed business model, financial proposal and pricing.
6. References for comparable projects in complex public facilities, particularly airports.

ACCEPTANCE OR REJECTION OF PROPOSAL

TAIT reserves the right to reject any and all proposals or portions thereof received in response to the RFP. Additionally, TAIT may, for any reason, decide not to award an Agreement as a result of this RFP.

CONTRACT PERIOD AND TERMS

The contractual period shall be for a five (5) year term. An additional five-year option term may be granted to the successful Proposer at the sole discretion of TAIT. Should the option be extended, the Proposer will provide TAIT a 90-days notice.

REQUEST FOR PROPOSAL and PROJECT TIME LINE

The following dates are provided for informational purposes and are subject to change with notification.

Distribution of Request for Proposal to Interested Parties	April 09, 2009
Pre-proposal Conference	April 23, 2009
Written Questions Received	April 29, 2009
Sealed Proposals Due	May 07, 2009
Evaluation of Proposals and Award	May 14, 2009
TAIT Approval	May 14, 2009
Execution of Agreement	May 21, 2009
Project Implementation	May 22, 2009
Network Launch	July 01, 2009

TAIT – General Requirements:

A. Facsimile or E-mail Proposals

Facsimile or E-mail Proposals will not be accepted.

B. Disadvantaged Business Enterprise

TAIT will give consideration to proposers submitting a proposal as a Disadvantaged Business Enterprise (DBE). If you are submitting your proposal as a Disadvantaged Business Enterprise (DBE) you must also complete the DBE Proposal Form. Individuals who are presumed to be socially and economically disadvantaged include:

African Americans; Hispanic American; Native Americans (American Indians, Eskimos, Eleuts, or Native Hawaiians); Asian Pacific Americans (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U. S. Trust Territory of the Pacific Islands, Northern Mariana Islands, Laos, Cambodia or Taiwan); Women; or Members of any other group or any other individuals found to be socially or economically disadvantaged by the Small Business Administration under Section 8 (a) of the Small Business Act, as amended (15 U.S.C. Section 637

C. Liability: Insurance and Indemnification

1. Insurance Requirements

The Operator shall maintain in force during the Term and any extended term public liability insurance, in comprehensive form, including but not limited to premises/ operations, products/completed operations, contractual, independent contractors, broad form property damage, personal injury, and automobile liability with any auto, hired autos, and non-owned autos, with such coverage and limits as reasonably may be required by TAIT from time to time, but in no event for less than the sum of one million dollars (\$1,000,000.) Insurance shall be issued with an insurer qualified and licensed to do business in the State of Oklahoma. The Operator also shall provide worker's compensation and employer's liability insurance as required by local law.

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

(a) Comprehensive General Liability: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

(b) Automobile Liability: one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

2. Workers' Compensation and Employers Liability

Workers' Compensation limits as required by the laws of the State of Oklahoma and Employers Liability limits of one hundred thousand dollars (\$100,000) per accident.

3. General Insurance Policy Requirements

Concurrent with the execution of this Agreement, the Operator shall provide proof of insurance coverage by providing a certificate of the Operator's insurance coverage, a copy of the declarations page of the insurance policy, and a copy of all endorsements attached thereto, shall provide that (a) insurance coverage shall not be changed in coverage, or reduced in limits without at least thirty (30) days' prior written notice to TAIT, or canceled without at least ten (10) days prior written notice, (b) the policy shall be considered primary as regards any other insurance coverage TAIT or Authority may possess, including any self-insured retention or deductive TAIT or Authority may have, and any other insurance coverage TAIT or Authority may possess shall be considered excess insurance only, (c) the limits of liability required therein are on an occurrence basis, and (d) the policy shall be endorsed with a severability of interest or cross-liability

endorsement, providing that the coverage shall act for each insured and each additional insured as though a separate policy had been written for each insured or additional insured; however, nothing contained therein shall act to increase the limits of liability of the insurance company.

Any deductibles or self-insured retentions must be declared to and approved by TAIT. At the option of TAIT, either (a) the Operator shall reduce or eliminate such deductibles or self-insured retentions as respects TAIT, Authority, or the City, and their councilors, trustees, agents, officers, and employees or (b) Operator shall procure a bond equal to the amount of such deductibles or self-insured retentions guaranteeing payment of losses and related investigations, claims administration and defense expenses (including attorneys' fees, court costs and expert fees).

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

4. Indemnity

The Operator shall indemnify, protect, defend and hold completely harmless, TAIT, the City, the Authority, and their trustees, councilors, officers, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, the Operator's use of the Airport premises, the rights, licenses, or privileges granted the Operator herein, or the acts or omissions of the Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of TAIT. The TAIT shall give notice to the Operator of any such liability, loss, law suit, claim or demand, and the Operator shall defend same using counsel reasonably acceptable to the TAIT. The provisions of this section shall survive the expiration or early termination of this Agreement.

PROPOSERS CHECK LIST

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

1. Proposal Form
2. Proposer's Responses
3. Non-Collusion Affidavit
4. Statement of Completeness
5. DBE Proposer's Form (if applicable)

Proposal Form – Must be included with Submitted Proposal

Wireless Data System and Wireless Internet Service Provider

Proposals Due: May 7, 2009

Mail proposals to:

**Tulsa Airport Authority
P. O. Box 581838
Tulsa, OK 74158-1838**

or

**Tulsa Airport Authority
7777 E. Apache - Room A217
Tulsa, OK 74115**

Attention: Carl Remus

Submit One Original

Attach your response to the “Proposal Specification and Requirements” Questions 1-20.

Company Name and type of entity:

Minority Business: Yes _____ No _____

Contact: _____

Address: _____

City _____ State _____ Zip _____

E-mail address: _____

Phone: _____ Fax: _____

I certify that I have fully examined and carefully prepared the proposal from the plans and/or specifications provided:

NONCOLLUSION AFFIDAVIT

STATE OF _____

) ss.

COUNTY OF _____

_____, of lawful age, being first duly sworn, on oath says that s(he) is the agent authorized by the Proposer to submit the attached Proposal. Affiant further states that the Proposer has not been a party of any collusion or communication among Proposers in restraint of freedom of competition by agreement to propose at a fixed price, or upon fixed terms and conditions, or to refrain from submitting a proposal. Affiant further states that the Proposer has not been a party to any collusion or communication with any official or employee of the Tulsa Airports Improvement Trust (“TAIT”), the Tulsa Airport Authority (“Authority”) or the City of Tulsa, Oklahoma (“City”) so as to fix the price or any other terms or provisions of the said Proposal. Affiant further states that the Proposer has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of TAIT, the Authority or the City any money or other thing of value, either directly or indirectly, for special consideration in the letting of this Agreement.

Signature

Title

Subscribed and sworn to before me this ____ day of _____, 2009

Notary Public

My Commission expires:

STATEMENT OF COMPLETENESS

State of _____

County of _____

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

Further, (I) (We) hereby affirm that _____ to the best of (My) (Our) knowledge, and belief meets the criteria and possesses those qualifications required of Tulsa Airports Improvement Trust for the Public Wireless Internet Access Concession at Tulsa International Airport.

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

Corporate Name

BY: _____
Chairman

ATTEST:

BY: _____

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

Partnership or Joint Venturers Name

BY: _____
Member of Partnership or Joint Venturer

BY: _____
Member of Partnership or Joint Venturer

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn before me this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

DBE PROPOSER'S FORM

INFORMATION FOR DETERMINING DISADVANTAGED BUSINESS ENTERPRISE ("DBE") ELIGIBILITY FOR PUBLIC WIRELESS INTERNET ACCESS CONCESSION AT TULSA INTERNATIONAL AIRPORT.

This schedule must be completed if the firm or person submitting a proposal (the "Proposer") for the Public Wireless Internet Access Concession at Tulsa International Airport is submitting a proposal as a Disadvantaged Business Enterprise.

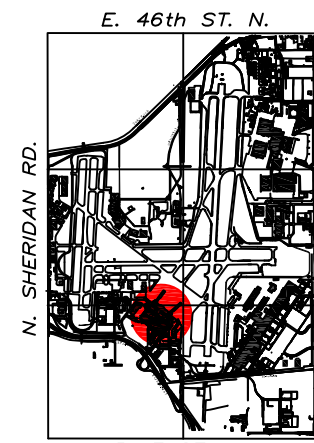
1. Name of Proposer:

2. Address of Proposer:

3. Telephone number of Proposer: (____) _____
4. Indicate whether Proposer is sole proprietorship, partnership, joint venture, corporation or other business entity:

5. Nature of Proposer's primary business:

6. Years Proposer has been in business: _____
7. Ownership of Proposer: Identify those who own an interest of five percent (5%) or more in Proposer:



TULSA INTERNATIONAL AIRPORT
LOCATION MAP
LATITUDE 36-11.90 NORTH
LONGITUDE 95-53.29 WEST
ELEVATION 677' (S)
I.D.: TUL
TULSA COUNTY, TULSA OKLAHOMA

TULSA AIRPORT AUTHORITY TERMINAL BUILDING (UPPER LEVEL)

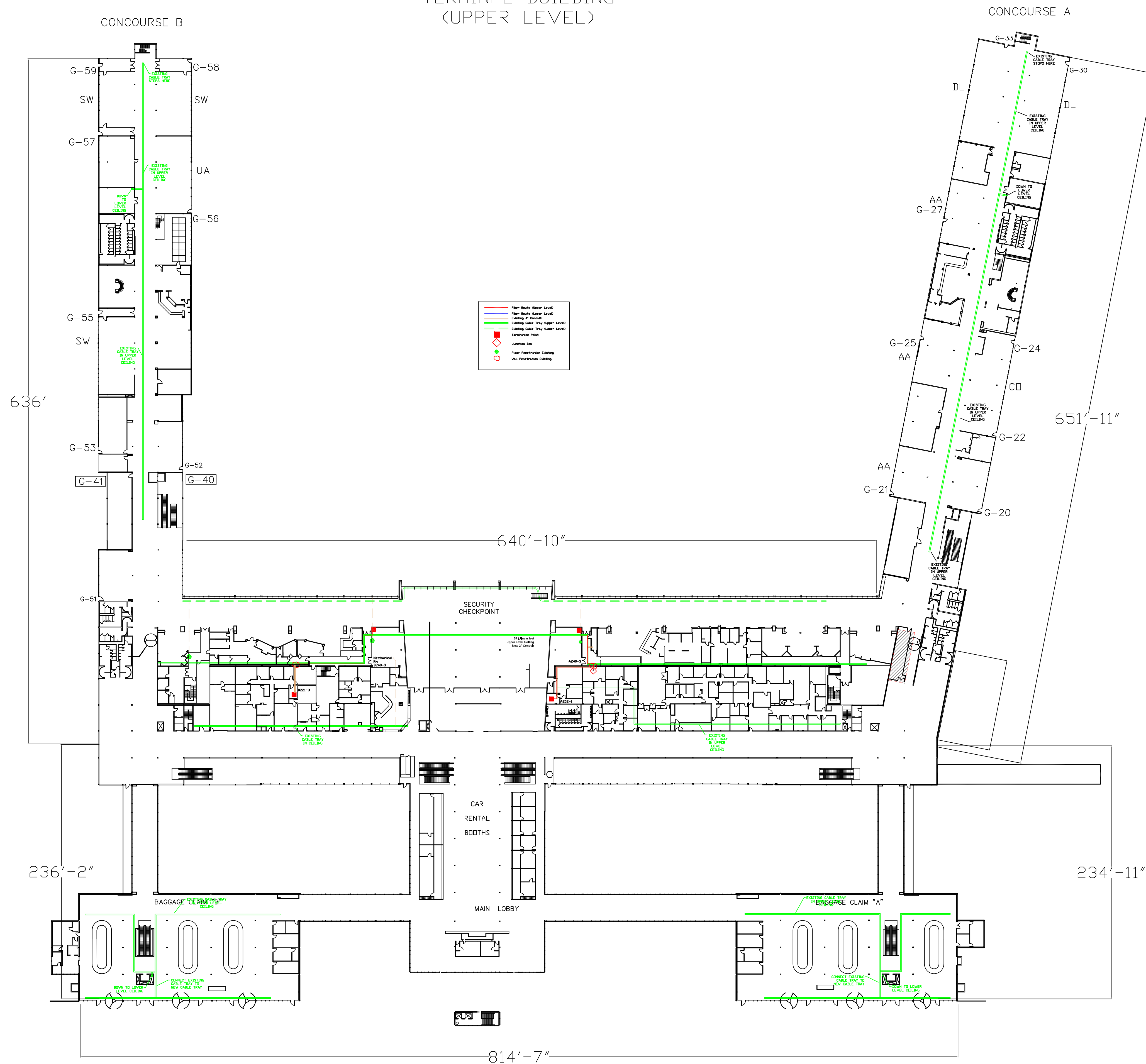


EXHIBIT A

SCALE: NTS
FOR REFERENCE ONLY