



**REQUEST FOR PROPOSALS
FOR
CLT PUBLIC WI-FI SUPPORT SERVICES**

Date: May 12, 2025

RFP Number: AVIA 24-44

Subject: Request for Proposals for the following services:

CLT PUBLIC WI-FI SUPPORT SERVICES

This letter extends an invitation for the submission of a proposal to supply the Charlotte Douglas International Airport with the non-federally funded services as indicated above. Proposals for the above will be received via the [e-bidding portal](#) until **1:00 PM eastern standard time on July 14, 2025**.

A non-mandatory pre-proposal conference to review the RFP will be held on-site at the CLT Center Aviation - Blackbird Conf Rm 1-1066, 5601 Wilkinson Blvd, 1st Fl and via a Microsoft Teams Meeting on **June 12, 2025, at 9:00 am EST**. Interested parties are encouraged to attend and to have a copy of the RFP with you at that time.

Changes to the terms, conditions or specifications stated in this Request for Proposals will be documented in a written addendum, issued by the Charlotte Douglas International Airport. These addenda will be accessible through the [e-bidding portal](#).

Questions should be directed to BRIAN WINEGARD through the e-bidding portals Q&A Board. Please DO NOT submit questions via email, phone call, or voice message. Questions will be responded to in a written addendum, issued by CLT.

Charlotte Douglas International Airport (CLT), a City of Charlotte department does not discriminate based on disability. Auxiliary aids and services, written materials in alternative formats, and reasonable modifications in policies and procedures will be provided upon request to persons with disabilities. To make a request, please email elizabeth.erhartic@cltairport.com. Thank you in advance for your interest in doing business with the Charlotte Douglas International Airport. We look forward to your participation!

Sincerely,

Brian Winegard
Procurement Officer

Checklist for submitting a Proposal:

- ☐ Form 1, Proposal Form
- ☐ Form 2, Proposal Qualifications and Requirements
- ☐ Form 3, Nondiscrimination Certification
- ☐ Form 4, CBI/DBE/ACDBE Program Requirements
- ☐ Form 5, Confidential Information
- ☐ Form 6, Pricing Worksheet
- ☐ Form 7, Cloud Security Questionnaire

The above items must be included in the Proposal. If awarded a contract, evidence of insurance that meets or exceeds the requirements set forth in Exhibit B (Sample Contract) are required.

SECTION 1: GENERAL INSTRUCTIONS

A. INTRODUCTION

Pursuant to this Request for Proposals ("RFP"), the City of Charlotte ("City") by and through its Aviation Department ("CLT") as owner and operator of Charlotte Douglas International Airport ("Airport") is seeking Proposals from qualified and experienced companies (individually or collectively, the "Proposer") interested in providing a turn-key solution for the design, installation and on-going support of the CLT Public Wi-Fi. CLT provides Wi-Fi internet access to travelers in the main terminal building at no cost to end users. Free internet access via the CLT Public Wi-Fi is one of many services offered to enhance the travel experience. The CLT Technology Team works to provide consistent Wi-Fi internet access with adequate bandwidth to support users during peak demands. (the "Work"). Details of the requested Work are attached hereto as **Exhibit A**. The RFP consists of the following components:

Section 1: General instructions and special conditions that apply to this proposal process and procurement.

Section 2: The required forms that a Proposer is required to complete and return as its Proposal (called the "Proposal Response Forms")

Section 3: The details for the entire scope of work falling under this RFP (the "Specifications") as set forth in **Exhibit B** and a contract substantially similar to the final contract the successful Proposer ("Company") will be expected to sign included in **Exhibit B**.

The term of the Contract shall be for three (3) years with two optional one-year renewals. Proposers are advised to carefully read and review the form Contract as they prepare their Proposal. CLT reserves the right to revise the terms of the form Contract at any time during the RFP process and to negotiate different terms with the Company.

Each reference to this RFP includes all components listed above as well as any addenda provided by CLT. Please review each section carefully, including all attachments and exhibits. Proposers will be held accountable for having full knowledge of the contents of this RFP and for performing any due diligence that may be necessary to submit a binding Proposal. Failure to comply with the terms, conditions and requirements of this RFP may result in disqualification of the Proposer in the sole discretion of CLT.

B. SCHEDULE

DATE	ACTIVITY (All times are EST)
5/12/2025	Issue RFP
5/19/2025	Submission of written questions prior to pre-proposal conference and confirmation of plan to attend site visit by 1:00 PM ET.
6/12/2025	Non-mandatory pre-proposal conference and site tour 9:00am - 1:00pm ET
6/19/2025	Submission of written questions after pre-proposal conference by 1:00 PM ET.
7/14/2025	Proposals are due by 1:00 PM ET.
8/6/2025 – 8/8/2025	Proposer interviews (if applicable)
11/1/2025	Estimated start date of services

CLT reserves the right to modify the deadlines set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum as described below.

A. INSTRUCTIONS TO PROPOSERS

1. Point of Contact

The point of contact for all submissions and correspondence regarding this RFP is Brian Winegard ("RFP Project Manager") who can be contacted through the Q&A Board online in the e-bidding portal. If there are technical questions regarding use of the e-bidding portal, please contact the RFP Project Manager at brian.winegard@cltairport.com.

2. Non-Mandatory Pre-Proposal Conference and Site Tour

A Pre-Proposal Conference and Site Tour will be conducted on the date and at the time stated in the RFP Schedule above:

A non-mandatory pre-proposal conference to review the RFP will be held on-site at the CLT Center Aviation - Blackbird Conf Rm 1-1066, 5601 Wilkinson Blvd, 1st Fl, Charlotte, Nc 28208 and via a Microsoft Teams Meeting on **June 12, 2025, at 9:00 am ET**. Interested parties are encouraged to attend and to have a copy of the RFP with you at that time.

Preproposal Meeting and Site Tour Details:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 233 336 576 178 9

Passcode: 78zk3A7U

Dial in by phone

[+1 872-256-4172,,700373709#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 700 373 709#

Join on a video conferencing device

Tenant key: cityofcharlotte@m.webex.com

Video ID: 111 776 909 2

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

A site visit will be conducted on June 12, 2025, at approximately 10:00 am ET following the preproposal meeting and conclude at 11:30 a.m. This meeting will include proposal vendors and designated airport representatives.

On-site meeting attendees are limited to two (2) participants. **Please note the May 19, 2025 deadline to provide important information to attend the on-site in-terminal meeting.**

Site 1 - Attendees are to arrive to Site 1 by 9:00 a.m. for a 1-hour meeting.

At the completion of meeting at Site 1, all attendees will depart to the Charlotte Douglas International Airport via the shuttle bus located across for the CLT Center.

Site 2 - Attendees are to arrive to Site 2 by 10:15 AM and meet at the drop off spot located at the information desk at the Terminal. We will gather and start the site tour there.

****Important Information to Attend the Onsite In-Terminal Meeting****

The Pre-Proposal Conference will include **site tour** of the service area(s) in the terminal. All visitors participating in pre-proposal site tours must be in possession of their unexpired, valid government issued photo identification (driver's license or passport). This is to be presented by each attendee at the time of the tour. Paper ID or copies of ID is not accepted. The attendee's name must match the name that is provided by the Company and on the government issued ID that is in-hand at the site meeting. **Deadline to submit names of attendees is May 19, 2025 at 1:00 PM EST.** Any attendees that have not provided names by the deadline cannot attend the meeting in the terminal.

All personal items are subject to inspection before and during the tour. Transportation Security Administration (TSA) rules will apply to all participants when being screened through any Airport security screening checkpoint (no liquids, no prohibited items, etc.).

Upon entering terminal, all attendees will be guided to the Airport Information Desk for verification and issuing a meeting pass. Attendees will proceed through the TSA Security Checkpoint; standard security screening applies. Be advised of the security screening prohibited items, www.tsa.gov.

Any attendee that does not pass standard security screening will not be permitted to attend the meeting in the terminal.

Preproposal meeting location:

CLT Center, Aviation - Blackbird Conf Rm 1-1066, 5601 Wilkinson Blvd, 1st Fl
Charlotte, NC 28208

Site 2:

Preproposal site tour location:

Charlotte Douglas International Airport via shuttle bus across from the CLT Center.



CLT Center

Address: 5601 Wilkinson Boulevard

Parking for CLT Center

- Park in **CLT Express Deck Self-Park** Parking Deck, Level 2.

- Follow the yellow line to this entrance.
(back driveway of Express Deck Parking Decks).
- The gate at Express Deck Self-Park 2 remains open during business hours
(Monday – Friday 8:00 a.m. – 5:00 p.m.).
- Once in the garage, park only in marked spaces.
- Take stairs or elevator to Level 3 to access pedestrian bridge to walkway
to CLT Center.
- No parking along the circular portion of the driveway located between
Express Deck Self-Park Deck and CLT Center building.

BE ADVISED:

Overnight parking is not permitted. Vehicles remaining overnight will be towed.

NOTE: On-site meeting attendees are to provide the required information to Brian Winegard, via e-Mail brian.winegard@cltairport.com no later than 1:00 PM ET May 19, 2025, utilizing the following format.

Company Representative Name	Title	Phone Number	Email Address	Date of Birth (for TSA clearance) if applicable	Gender

3. Questions and Addenda

CLT is committed to providing all prospective Proposers with accurate and consistent information to ensure that no Proposer obtains an unfair competitive advantage. To this end, from the date of this RFP through the proposals due date, no interpretation or clarification of the meaning of any part of this RFP will be made orally to any prospective Proposer except for questions answered at the pre-proposal conference.

Requests for interpretation or clarification must be submitted electronically to the RFP Project Manager via the [e-bidding portal](#) Q&A Board. All questions must be submitted no later than the date and time stated in the RFP Schedule as the deadline for submission of questions. Any questions received after that time may not be addressed prior to the proposal due date. When submitting a request for interpretation or clarification, Proposers are encouraged to utilize the following format:

Item #	Page #	Section #	Section Title	Question, Clarification or Modification

Interpretations, clarifications, supplemental instructions and/or changes to the terms, conditions or requirements of this RFP will be documented in written addendum and posted to the e-bidding portal.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Proposers are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP. The receipt of each addendum must be acknowledged using the space provided on **Form 1** in **Section 2**. CLT may not consider any RFP that fails to acknowledge receipt of each issued addendum.

4. RFP Acknowledgement

Proposers shall thoroughly examine and become familiar with this RFP, including forms, attachments, exhibits and any addenda that may be issued. The failure or the neglect of a proposer to receive or examine any RFP document shall in no way relieve it from any obligation with respect to its proposal or the obligations that flow from making a selected proposal. No claim based upon a lack of knowledge or understanding of any document or its contents shall be allowed.

5. Proposal Format

Proposals shall consist of all forms included in this RFP ("Forms") and any additional information relevant to the Work that the Proposer believes will help CLT in making its decision. Responses must be typewritten or completed in ink and signed by an authorized representative of the Proposer. Any erasures or corrections must be initialed and dated by the authorized representative that signs the Forms. CLT desires all Proposals to be identical in format to facilitate the evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal.

6. Submission Requirements

Proposals must be submitted through the [e-bidding portal](#).

The pricing must be submitted in the table included on the website. The forms herein must be completed and uploaded to the site by the proposal due date and time.

"Confidential and Proprietary Information," Trade Secrets, personally identifiable information (PII) or other information exempt from disclosure under North Carolina public records law must be marked as "Confidential" or "Proprietary". The confidentiality caption stated above must appear ahead of the specific section that is protected or in the header of the page where the entire page includes protected information.

Failure of the Proposer to organize the information required by this RFP as outlined herein may result in CLT, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate

cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

7. Selection Criteria and Minimum Requirements

Upon review and evaluation of all qualifying proposals, including any interviews that CLT may require, the Evaluation Committee will select and recommend for award the Proposer that, in its sole judgment, is most responsive in meeting the requirements and objectives of this RFP as set forth below:

Experience	CLT will evaluate the Proposer based on its ability to meet the Experience requirements, as set forth in the RFP.
Implementation Plan	CLT will evaluate the Proposer based on its ability to meet the requirements as set forth in the Specifications.
Proposed System	CLT will evaluate the Proposer based on the proposed technology and system.
Operations Plan	CLT will evaluate the Proposers ability to meet the requirements set forth in the Specifications.
Staffing Plan	CLT will consider the Proposers plan to provide necessary staffing, and the experience of the individual team members proposed to provide the Work.
Compensation	CLT will evaluate the Proposer on the overall compensation proposed for the Work.

8. Proposal Terms are Firm and Irrevocable

The signed Proposal shall be considered a firm offer on the part of the Proposer. All Proposal responses (including all statements, claims, declarations, prices, and specifications in the Proposals) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by CLT.

9. Evaluation Committee and Award of Contract

CLT will appoint an Evaluation Committee to review all Proposals. As part of the evaluation process, the Evaluation Committee may engage in discussions with any Proposer to determine in greater detail the Proposer's qualifications and to learn about the Proposer's proposed method of performance to facilitate arriving at an agreement that will be satisfactory to CLT.

CLT may in its discretion require one or more Proposers to make presentations to the Evaluation Committee or appear before CLT and/or its representatives for an interview. During such interview, the Proposer may be required to present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as CLT deems appropriate. Proposers will be notified in advance of the time and format of such interviews and/or meetings.

The Evaluation Committee will consider all relevant materials and information in making its selection and recommendation to the Aviation Director, the Proposer that it determines is best able to provide the Work.

CLT will inform the Company that it has been selected, subject to final agreement on all terms and conditions of the Contract. If CLT and the Company are unable to agree on the final terms, the Company will be excused from further consideration and CLT may, at its option, select another Proposer.

The City shall have no obligations under this RFP until the Contract has been executed by both parties.

10. Contract Award by City Council

The name of the selected Proposer will be submitted to the City Council or designee for final approval and award (if applicable). Prior to the recommendation to the City Council or designee, the successful Proposer must provide to the Airport an executed Contract which will be substantially similar to the contract in Section 3 **Exhibit B** of this RFP.

Upon approval of the Contract by City Council or designee, the Airport will execute the documents and send a copy to the successful Proposer. **The City Council or designee may, in its sole and absolute discretion, accept or reject the recommendation of the Evaluation Committee, the Contract and supporting ancillary documents.**

11. Accuracy of RFP and Related Documents

CLT assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP or otherwise distributed or made available during this selection process. In addition, CLT will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents other than those provided by CLT through the issuance of addenda. In no event may a Proposer rely on any oral statement in relation to this RFP.

Should a Proposer find discrepancies or omissions in this RFP, or any other documents provided by CLT, the Proposer should immediately notify CLT of such discrepancy or omission in writing, and a written addendum may be issued if CLT determines clarification is necessary. Each Proposer requesting a clarification or interpretation will be responsible for delivering such requests to CLT as directed in this RFP.

The information contained in this RFP forms, exhibits and attachments, hereto, and any addendum that may be issued, has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

12. Proposer's Cost of Proposal Preparation

Proposers are responsible for all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable). CLT will not accept any promotional items as part of the proposal process and any such items

included will either be discarded or, if so requested, returned to the Proposer at Proposer's cost.

13. Attempts to Influence the Selection Process

Except for clarifying written questions sent to the RFP Project Manager, all Proposers, including any and all persons acting on their behalf, are strictly prohibited from contacting City staff on or regarding any matter relating to this RFP from the time the RFP is issued until the intent to award is communicated to Proposers with the exception of requests for additional information made by City Staff in their determination of responsibility and responsiveness of the Proposer (the qualifications and experience of the Proposer).

CLT reserves the right to disqualify any Proposer who contacts a City staff or evaluation committee members concerning this RFP other than in accordance with this RFP.

14. RFP Not an Offer

This RFP does not constitute an offer by CLT. No recommendations or conclusions from this RFP process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of CLT unless CLT and the Proposer execute a Contract following award of such agreement.

15. Withdrawal of Proposal; Correction of Errors

Withdrawal of the proposal may occur at any time prior to the submission deadline as set forth in the RFP Schedule above, by written request, sent by email to the RFP Project Manager. A request for withdrawal will not be effective until CLT has confirmed, in writing, the receipt of such request. A request to withdraw a Proposal by telephone or facsimile shall not be considered a valid request to withdraw a Proposal. Withdrawal of one proposal will not preclude the submission of another timely proposal but no withdrawal will be allowed after the submission deadline.

If Proposer desires to amend a submitted Proposal before the Proposal Due Date, Proposer must follow the withdrawal procedures described in this Section and resubmit the amended Proposal on or before the Proposal Due Date in a manner consistent with the Submission Requirements. The Proposer further agrees that in the event of any obvious errors, CLT reserves the right to waive such errors in its sole discretion.

16. Disqualification of Proposals

Without in any way limiting CLT's right to reject any or all Proposals, Proposers are advised that any of the following may be considered as sufficient cause for the disqualification of a Proposer and the rejection of a Proposal: (i) failure to meet the eligibility requirements set forth in the Specifications or RFP; (ii) submission of more than one proposal by an individual, firm, partnership or corporation under the same or

different names, including the names it does business under unless multiple or alternative proposals were specifically requested under this RFP; (iii) evidence of collusion among proposers; or (iv) improper communication as described above. Proposals will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate proposals or other irregularities of any kind. All the foregoing notwithstanding, however, CLT reserves the right to waive any such irregularities.

17. CLT's Rights and Options

CLT reserves the following rights, which may be exercised at CLT's sole discretion:

- i. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;
- ii. To issue additional requests for information;
- iii. To require a Proposer to supplement, clarify or provide additional information for CLT to evaluate its Proposal, including without limitation, requests to provide samples of items requested under this RFP;
- iv. To conduct investigations with respect to the qualifications and experience of each Proposer;
- v. To waive any defect or irregularity in any Proposal received;
- vi. To share the Proposals with City and/or CLT employees and contractors other than the Evaluation Committee as deemed necessary;
- vii. To award all, none, or any part of the Work set forth in this RFP to one or more Proposers as is in the best interest of CLT with or without re-solicitation;
- viii. To discuss and negotiate with selected Proposer(s) any terms and conditions in the Proposals including but not limited to financial terms;
- ix. To enter into any agreement deemed by CLT to be in the best interest of CLT;
- x. To reject any or all proposals submitted; and
- xi. To re-advertise for proposals using this RFP or a different RFP or solicitation.

18. Representation by Broker

The City will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of or contractors to the City and any potential or actual respondent broker or agent are not to be construed as an agreement to pay, nor will the City pay any such fees, expenses or commissions. By submitting its proposal, respondent agrees to hold the City harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

19. Ownership and Public Records Law

All proposals and supplementary material provided as part of this process will become the property of the City. Proposers are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North

Carolina General Statutes. Proposer may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. In submitting a proposal, each Proposer agrees that the CLT may reveal any trade secrets or confidential information to CLT staff, consultants or third parties assisting with this RFP and resulting Contract. Where information is marked Trade Secret or confidential, Proposer agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred relating to the City choosing to withhold any material based on Proposer's designation of said material as a trade secret or confidential.

20. Title VI Solicitation Notice. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all companies and subcontractors will be afforded full and fair opportunity to submit bids 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.

21. E-Verify

Where applicable, the successful proposer must agree to meet the E-Verify requirements as set forth in the sample Contract below.

22. NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel.

Where applicable, the successful proposer must certify that it meets the NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel as set forth in the sample Contract below.

23. Charlotte Diversity and Inclusion Programs

The City complies with three programs, the Charlotte Business INclusion ("CBI") Program, the Disadvantaged Business Enterprise ("DBE") Program and the Airport Concession Disadvantaged Business Enterprise ("ACDE") Program, depending on the funding source or location and service associated with the Work.

The CBI Program is based on the City's long history of creating and implementing strategies to support and encourage local business growth. In 2013, the City Council adopted the CBI policy to promote diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises ("MWSBEs"). A complete list of City of Charlotte certified Small Business Enterprises ("SBEs") and City of Charlotte registered Minority and Women Business Enterprises (MWBEs) is available on the City's website at www.charlottebusinessinclusion.com.

The DBE Program is based on the requirements of 49 CFR Part 26 – *Participation by DBE in Department of Transportation Financial Assistance Programs*. A complete copy of the City's DBE Program can be found at www.cltairport.com.

The ACDBE Program is based on the requirements of 49 CFR Part 23 – Participation of Disadvantaged Business Enterprise in Airport Concessions.

The information and requirements for the diversity and inclusion program applicable to this Contract are set forth in **Form 4** of this RFP.

24. City of Charlotte Contractor Development Program

The Contractor Development Program ("CCDP"), sponsored by the City CBI Program is designed to provide guidance to MWSBEs and DBEs in pursuit of contracting opportunities with the City. The CCDP assists construction related firms with capacity building and business development as well as obtaining bonding and contract-based finance assistance so that participating firms are prepared to bid on city projects. For more information and to enroll in the CCDP, contact the CCDP at (888) 717-3341 or send an email to ccdp@imwis.com, or visit <https://www.charlottenc.gov/Growth-and-Development/CBI/Contractor-Development-Program>.

SECTION 2: FORMS

FORM 1 PROPOSAL FORM

A. COVER LETTER

The Proposal must include a cover letter including the name, address and telephone number of the Proposer and the executive that has the authority to contract with CLT. It shall also include an Executive Summary outlining how the Company best meets the requirements set forth in this RFP.

B. NON-COLLUSION AFFIDAVIT

In submitting this Proposal, Proposer hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, Proposer or parties submitting a Proposal in response to this RFP; and that it is in all respects fair and in good faith without collusion or fraud. Proposer represents to the City that, except as may be disclosed in an Addendum hereto, no officer, employee or agent of the City presently has any interest, either directly or indirectly, in the business of Proposer, and that any such officer, employee or agent of the City having a present interest in the business of Proposer shall not have any such interest at any time during the term of the Contract should it be awarded to the Proposer.

C. ACKNOWLEDGEMENT OF ADDENDA

Proposer further declares that it has examined the RFP including all Attachments, Exhibits and Addenda, as acknowledged below, and that he/she has satisfied himself/herself relative to the requirements, procedures and rights of this RFP. Acknowledgment is hereby made of receipt of the following Addenda (identified by number) since issuance of the RFP. ***Failure to acknowledge all addenda may result in disqualification of the Proposer.***

Addendum Number	Date

D. SUBCONTRACTORS

Proposer must list all proposed subcontractors, if any, in the table provided below. No change in the proposed subcontractors listed herein will be allowed without the express written consent of CLT. All proposed subcontractors must be able to demonstrate their ability to perform the Work proposed to the complete satisfaction of CLT.

Name of Subcontractor	Description of Work to be Performed

E. EXCEPTIONS

All Work requested in this RFP must be provided for the price(s) set forth in the Compensation Sheet, in strict conformance with the terms, conditions and specifications set forth in the RFP (including any addenda or amendments). Savings associated with the exceptions listed below should be listed separate from the base pricing and such exceptions may or may not be accepted in the sole discretion of CLT. Exceptions representing material changes to the RFP's terms (including the form Contract) are grounds for rejection of the Proposal. For each exception listed below include the relevant page number and section of the RFP. If none, state "None".

Page & Section Number	Section Title	Exception and Proposed Change

F. VERIFICATION AND CERTIFICATION OF AUTHENTICITY OF PROPOSAL

The information contained in this Proposal or any part thereof, including its Forms, Attachments, Exhibits and other documents and instruments delivered or to be delivered to CLT, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CLT as to any material facts.

Submission of this Proposal is the duly authorized official act of the Proposer and the person(s) executing this Proposal and is in accordance with the terms and conditions as set forth in the RFP. The Proposer is duly authorized and designated to execute this Proposal on behalf of and as of the official act of Proposer, this _____ day of _____, 20__.

Company Legal Name: _____

Company Legal Entity Type: _____

Address: _____

Signature: _____

Printed Name: _____

Title: _____

Phone Number: _____

E-Mail Address: _____

FORM 2
QUALIFICATIONS AND PROPOSER REQUIREMENTS

All statements contained herein must be true and correct. Any omissions or inaccuracies may result in the rejection of this Proposal by CLT. Proposers should note that some responses may require separate sheet(s) for response. Those responses should be appropriately marked corresponding to the question. Proposers should use as many additional sheets as necessary to completely answer the question.

The use of the term "Proposer" in this **Form 2** applies to Proposer and all subcontractors of Proposer that will be involved in the performance of the Work pursuant to the Contract unless otherwise noted.

A. FINANCIAL CAPACITY

Proposer is expected to have the financial ability to move forward with the Work, however, Proposer's financial information will not be a required as part of the Proposal. Upon inspection of the Proposals, CLT reserves the right to request all financial information it deems relevant in assessing the validity of the Proposal. Such materials may include, without limitation, an official bank statement, copies of account records certified by a CPA or a letter of credit. If, after reviewing the Proposals, the City requests that Proposer submit financial information as part of its Proposal, Proposer may choose to mark it "CONFIDENTIAL." Financial information submitted in this manner may not be subject to disclosure under North Carolina's public records laws.

B. EXPERIENCE AND QUALIFICATIONS

Furnish a statement detailing Proposer's background, experience and qualifications which at a minimum includes:

- Corporation type;
- State of incorporation;
- Number of years in business;
- Summary of services provided substantially like the Work requested under this RFP;
- Organizational chart reflecting key personnel for the Work including descriptions of their duties under the Contract. Key personnel shall include at a minimum managers and supervisors or the implementation team (as applicable); and
- Names and addresses of at least three (3) companies, excluding CLT, for which the Proposer provided substantially similar Work within the previous seven (7) years, provided in the chart below.

	Client 1	Client 2	Client 3
Client Name:			
Description of the Work			
Dates Provided:			
Compensation:			
Point of Contact (POC):			
POC E-Mail Address:			
POC Telephone:			
Key Personnel Assigned to the Work:			

C. PROPOSER HISTORY

Question	Yes/No	If Yes, include an explanation
Has Proposer ever been subject to claims, actions, demands, suits or other litigation (collectively litigation) brought by any airport owner/operator or others over non-payment of rent or fees, or non-performance of similar Work as that requested under this RFP?		
Does the Proposer have any past due arrearages or is the Proposer in breach of any previous or existing contract with the City?		
Has Proposer declared bankruptcy in the past ten (10) years?		
During the past ten (10) years, have any of Proposer's contracts, leases or other agreements been terminated or cancelled, either voluntarily or non-voluntarily, by another Airport owner/operator?		

D. REFERENCES

List three (3) clients, **excluding** the Aviation Department, for whom you have provided substantially similar work to that requested under this RFP for a reference check. Additional references, including the Aviation Department, may be included on a second form.

Name of Client	
Address	
Contact Person	
Telephone Number:	
E-Mail Address:	
Name of Client	
Address	
Contact Person	
Telephone Number:	
E-Mail Address:	
Name of Client	
Address	
Contact Person	
Telephone Number:	
E-Mail Address:	

E. ADDITIONAL INFORMATION TO ESTABLISH EXPERIENCE (Proposer's must be able to provide copies of the certifications if requested)

- The IT Infrastructure Designer of record for the project design team shall hold a Registered Communications Distribution Design (RCDD) certification with current qualifications and credentials.
- 25% of the installation technicians on site must have completed BICSI ITS Technician and Panduit/Corning training (as applicable to the project) within two years prior to the start of the job and hold current certifications for this training.
- 25% of the installers on site, NOT including ITS Technicians, must have completed, at minimum, BICSI ITS Installer 2 (Copper or Fiber) within two years prior to the start of the

job and hold current certifications for this training. One technician holding both the ITS Technician and ITS Installer does not satisfy this requirement.

- BICSI Certified Technicians and Installers must always carry current certification cards while on the jobsite and present them for verification at the request of CLT IT Infrastructure Team.
- An Installers certification in one discipline (Copper or Fiber) does not certify them to work on tasks associated with the other discipline. An Installer must carry both Copper and Fiber certifications to perform type-specific tasks on both types of cabling.
- The Contractor Project Manager for the project shall hold a current BICSI RCDD credential. This individual shall be the Primary Point of Contact for the CLT Infrastructure Team.
- The Communications Contractor must meet the following criteria:
 - Current, active, and valid State Contractors License. Provide a copy of Contractors License in the bid submission.
 - Five, minimum, continuous years of experience.
 - Five (minimum) completed projects similar to scope and cost. Provide a list of projects, including references, in the bid submission.
 - Technicians qualified for the work. Provide evidence in the bid submission of Technician qualifications.
 - Evidence shall consist of current BICSI and manufacturer certifications, manufacturer training certificates, industry training, relevant project experience, etc.

F. SYSTEM REQUIREMENTS

Proposer should describe how it will design for High Density capacity planning in this environment based on the Design System Considerations in the Specifications. Please describe the capabilities and the power requirements for access points that support an option for PSE Out.

- The application telemetry on switches and wireless access points (APs) must be available to for CLT to analyze application flows from every part of the network. Please describe the capabilities of your data analytics for the switches and AP's.

G. OPERATIONS PLAN

Proposer should attach an operations plan, clearly marked, that includes information on specific services provided by the Proposer as part of the Work. This could include, without limitation and as applicable, training plan, quality monitoring program, project schedule plan or any other information related to how the Proposer intends to operate in providing the Work to CLT.

H. IMPLEMENTATION PLAN

Proposer should attach an implementation plan, clearly marked, that includes information on specific services provided by the Proposer as part of the Work. This could include, without limitation and as applicable, training plan, quality monitoring program, project schedule, transition plan or any other information related to how the Proposer intends to implement the Work to CLT.

I. STAFFING PLAN

Proposer should provide a staffing plan, which includes how staffing support will be provided to ensure the Work is provided in compliance with the Specifications. This could include, without limitation and as applicable, staffing numbers, schedules, types of positions, location of personnel, certifications as requested or any other information that demonstrates how Proposer will provide staffing support for the Work.

FORM 3
NONDISCRIMINATION CERTIFICATION

The undersigned Proposer hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned discrimination, as defined in Section 2 below.
2. For purposes of this form, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of a person's race, color, gender, religion, national origin, ethnicity, age, familial status, sex (including sexual orientation, gender identity and gender expression), veteran status, pregnancy, natural hairstyle or disability, or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the proposal submitted with this certification and terminate any contract awarded based on such proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts or solicitation processes for up to two years.
3. As a condition of contracting with the City, the Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subconsultants regarding this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the proposal submitted by the Proposer and terminate any contract awarded on such proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder.
4. As part of its proposal, the Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

5. As a condition of submitting a proposal to the City, the Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

FORM 4
CHARLOTTE BUSINESS INCLUSION PROGRAM OR DISADVANTAGED ENTERPRISE
PROGRAM REQUIREMENTS

A. Overview

For this project, the City will negotiate an MWSBE participation goal ("Contract Goal") with the Company. The Contract Goal will be made part of the Company's Contract.

B. Submission Requirements

Although the CBI Program allows CLT to negotiate a goal with the Company, CLT would like to see how the Proposer expects to utilize MWSBEs throughout the course of the Work. Therefore, Proposers are required to complete and attach CBI Form #3 – Utilization Commitment to their Proposal.

CBI Form # 3 should be submitted for this section, stating the MWSBE company(s) that the Proposer intends to use, and a description of the scope of work for each MWSBE company identified, EXCLUDING % or dollar values.

****CBI Form #3 is the ONLY CBI form that should be attached to the Proposer. CBI Form #3 can be found on CLT's website at www.cltairport.com under "Business with CLT – Business Diversity Programs".**

To search the database of certified vendors, please go to <https://charlotte.diversitycompliance.com> and click on "Search Certified Directory". The Directory will allow a search of all certified firms by certification and commodity code or scope of work description.

Additionally, a complete list of registered MWSBEs as well as a copy of the CBI Policy is available on the City's website at www.charlottebusinessinclusion.com.

C. Additional Information

The Company will also be required to submit CBI Form #4 – Letter of Intent for each MWSBE the Company commits to use to meet the Contract Goal. These forms are due no later than three (3) business days from the time they are requested by CLT, unless otherwise agreed by the parties. During the term of the Contract, the Company shall be required to submit CBI Form #6 – Payment Affidavit with each invoice submitted to CLT for payment.

Form copies of CBI Form #3 – Utilization Commitment, CBI Form #4 – Letter of Intent and CBI Form #6 – Payment Affidavit can be found on CLT's website at www.cltairport.com under "Business with CLT – Business Diversity Programs".

The contractual terms of the applicable Diversity and Inclusion Program are as follows:

- D. Goal.** Company's CBI Participation Goal is hereby established at xxx percent (XX%) of the total Contract as stated above.

The City has adopted a CBI Program, which is available online at www.charlottebusinessinclusion.com. Execution of the Contract shall constitute an acknowledgement upon which the City may rely that the Company has thoroughly examined and is familiar with the CBI Program and Contract requirements. The parties agree that:

1. The terms of the City's CBI Program, as revised from time to time, together with all rules and guidelines established under such program (collectively, the "CBI Program") are incorporated into this Contract by reference; and
2. A violation of the CBI Program shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in Part D of the CBI Program, including but not limited to liquidated damages; and
3. Without limiting any of the other remedies the City has under the CBI Program, the City shall be entitled to withhold periodic payments and final payment due to the Company under this Contract until the City has received in a form satisfactory to the City all claim releases, payment affidavits and other documentation, as applicable, required by the City's CBI Program, and in the event payments are withheld under this provision, the Company waives any right to interest that might otherwise be warranted on such withheld amount; and
4. The remedies set forth in Part D of the CBI Program shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and
5. The City will incur costs if the Company violates the CBI Program, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay the City liquidated damages at the rates set forth in Part D of the CBI Program.
6. The Company agrees to participate in any dispute resolution process specified by the City from time to time for the resolution of disputes arising from the CBI Program.
7. Nothing in this Section shall be construed to relieve a Company from any obligation it may have regarding the payment of subcontractors.

If the City agrees to modify or eliminate liquidated damages for a specific contract, then the specific modification or waiver agreed to must be set forth in subpart (e) above and must specifically reference Part D of the CBI Program.

The executed letters of intent demonstrating the companies and the work planned to be utilized to meet the CBI goal above is attached to the Contract as **Exhibit C**.

Company has read and agrees to comply with the above Diversity and Inclusion Program terms and conditions as well as any other terms and conditions set forth in the City's applicable Diversity and Inclusion Plan.

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

FORM 5
CONFIDENTIAL INFORMATION

Company agrees to comply with all Confidentiality Requirements set forth in this Section. Failure to comply with the Confidentiality Requirements set forth herein may result in the rejection of Company's Proposal or termination of the Contract.

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information in any medium (whether written, oral or electronic), obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
 - a. *Plans and Drawings.* Building plans of city-owned buildings or infrastructure facilities, including without limitation as-built drawings of the Facilities, as well as specific details of public security plans, as provided by N.C. General Statute 132-1.7 (a);
 - b. *Trade secrets.* For purposes of this RFP, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures;
 - c. *Security Plans.* Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system as provided by N.C. General Statute 132-1.7 (a);
 - d. *Privileged Information.* Any attorney / client privileged information disclosed by the City.
 - e. *Other Information.* Other information that is exempt from disclosure under the North Carolina public records laws.

For purposes of this Section, the term "Restricted Data" refers to and includes: (a) all Confidential Information that the City is restricted from disclosing under state or federal law; and (b) all Confidential Information that the City is permitted to withhold from disclosure under state or federal law and has elected to withhold from disclosure

The information described in Sections a and c is a subcategory of Confidential Information called "Highly Restricted Information." Highly Restricted Information is subject to all requirements applicable to Confidential Information, but is also subject to additional restrictions as set forth in this Contract if applicable. Sensitive Security Information ("SSI"), as defined by 49 CFR 1520 may be provided under this RFP or Contract. In such cases SSI is considered Highly restricted Information and the Company shall comply with the

Transportation Security Administration's ("TSA") best practices for handling SSI which can be found at [ssi-best-practices-guide-for-non-dhs-employees.pdf \(tsa.gov\)](https://www.tsa.gov/ssl-best-practices-guide-for-non-dhs-employees.pdf).

The parties acknowledge that Confidential Information includes information disclosed prior to submission of a Proposal as well as information disclosed after submission.

2. **RESTRICTIONS AND REQUIREMENTS.** The Company shall comply with the following restrictions and requirements regarding Confidential Information:
 - a. Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.
 - b. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - c. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or Company of the City or Company who: (a) has a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Proposer, and (b) has executed a confidentiality agreement incorporating substantially the form of these requirements. Notwithstanding the forgoing, Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
 - d. Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized under these Confidentiality Requirements or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - e. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - f. Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by these Confidentiality Requirements.
 - g. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert these Confidentiality Requirements as grounds for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- h. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - i. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
 - j. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by these Confidentiality Requirements. Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by these Confidentiality Requirements.
 - k. Company shall ensure that each person who obtains access to Confidential Information through Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to these Confidentiality Requirements.
3. **EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- a. was already known to Company prior to being disclosed by the City;
 - b. was or becomes publicly known through no wrongful act of Company ;
 - c. was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - d. was used or disclosed by Company with the prior written authorization of the City;
 - e. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the other party notice of such requirement or request;
 - f. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that these Confidentiality Requirements will be applicable to all disclosures under the court order or subpoena.
4. **REMEDIES.** Company acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5. **DATA.** The Company will treat as Confidential Information all data provided by the City or processed for the City or for citizens under these Confidentiality Requirements (including metadata). Such data shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Confidentiality Requirements.

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

FORM 6
PRICING WORKSHEET

Regardless of exceptions taken, Proposers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project.

In completing the compensation worksheet, the following instructions should be followed:

1. All price increases over the term of the contract must be noted.
2. If/when there is an error in extension prices, the unit prices, when available, shall govern.
3. If/when exceptions are taken, pricing must reflect the requested items as stated in the Specifications and as if the exceptions were not accepted by the City. However, in a separate section Proposer shall include any cost savings attributed to the exceptions if accepted by the City.
4. All discounts should be computed into the prices offered where feasible. When a prompt payment discount is offered, it will not be considered in the award of the Contract except as a factor to aid in resolving cases of identical prices.
5. Additional costs associated with the Work must be added as separate line items to the worksheet.

Pricing must be provided via the e-Builder [e-bidding portal](#). Additional lines may be added as needed under the various categories of pricing in the worksheet below.

PRICING WORKSHEET

In addition to the fixed yearly pricing, provide rates for any positions that may be required for services outside the requirements set forth in the Specifications and Contract (i.e. System expansion)	
Positions	Hourly Rates
Wi-Fi- Support Manager/ Project Manager	\$
Wi-Fi Support Network Engineer	\$
Wi-Fi Support Software Engineer	\$
Wi-Fi Support Device Manager	\$
	\$
	\$
NOTES: *First year warranty to be included and will start upon Final System Acceptance. *Implementation cost will be divided into milestone payments (see chart below) *Annual ongoing Wi-Fi Maintenance and Support will include any software licensing, and all hardware maintenance/warranties as further described in the Specifications and Contract.	

MILESTONES

MILESTONE #	DESCRIPTION OF PAYMENT
Milestone Payment #1	20% of the Contract Price due upon contract execution (due upon effective date)
Milestone Payment #2	20% of the Contract Price due upon completion of Contract Design Review
Milestone Payment #3	25% of the Contract Price due upon delivery of system hardware and application of software
Milestone Payment #4	10% of the Contract Price due upon installation
Milestone Payment #5	15% of the Contract Price due Go-Live event
Milestone Payment #6	10% of the Contract Price due upon Final Acceptance

It is understood that the pricing, terms and conditions of this Proposal confirm with the requirements set forth in this RFP and are firm and irrevocable unless provided in writing to CLT.

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

FORM 7
CLOUD SECURITY QUESTIONNAIRE

#	Question	Answer
1	Please describe this cloud solution and how it will be used by the City of Charlotte. What problem does this cloud solution solve?	
2	Which City departments plan to use this solution?	
3	Which City users plan to use this solution? How many users? Which users will administer this solution?	
4	Will this cloud solution connect to current systems inside the City's network? If yes, please provide an architecture diagramming showing this connectivity.	
5	Will any computing devices (servers, workstations, IoT, etc.) be added to the City's network as a part of implementing this cloud solution?	
6	What types of data will this cloud solution store or process?	
7	Will this cloud solution store or process payment card data (i.e. PCI data)? If so, please provide evidence of Attestation of Compliance (AoC).	
8	Will this cloud solution store or process Protected Health Information (PHI)?	
9	Will this cloud solution store or process Personally Identifiable Information (PII)? If yes, which types of PII?	
10	Will this cloud solution store or process Criminal Justice Information (CJI)?	
11	Will this cloud solution store or process any other type of restricted data as defined in the City's Protection of Restricted Data policy (ADM 13)?	
12	Will this cloud solution store or process any other sensitive or confidential data not identified above?	
13	For the data types listed above, what are the sources of the data and what processes and protocols are used upload the data into this cloud solution?	
14	If a bad actor found a way to compromise this cloud solution and was able to tamper with, delete, and/or leak the data it will store or process, what is the possible impact to City operations and reputation?	

15	What methods does this cloud solution use to send/transfer City data out to other systems?	
16	Does the Company have cyber liability insurance? If yes, does the vendor's insurance cover City of Charlotte assets and data in the event of a breach?	
17	Has this cloud solution (<i>not</i> the hosting provider) been ISO 27001 certified? If "yes", please provide proof of certification.	
18	Is this cloud solution (<i>not</i> the hosting provider) FedRAMP authorized? If "yes", please provide proof of authorization and Impact Level (Low, Moderate, or High).	
19	Has this cloud solution (<i>not</i> the hosting provider) undergone a SOC 2 audit? If "yes", please provide proof of audit.	
20	What encryption algorithms does this cloud solution use to encrypt Data At Rest (DAR encryption)?	
21	What encryption algorithms does this cloud solution use to encrypt Data In Transit (DIT encryption)?	
22	How does the Company manage encryption keys for this cloud solution?	
23	Who has access to the cloud solution's encryption keys?	
24	For both data stored in this cloud solution and backups, in which countries will the City's data be stored?	
25	Does this cloud solution support federation with Okta for Single Sign-On (SSO) authentication using Security Assertion Markup Language (SAML)? If "no", please describe this cloud solution's user password policy and two-factor capabilities, including any customer-controlled options.	
26	Please describe the vendor's vulnerability management program.	
27	Does the Company have a third-party perform yearly penetration tests on this cloud solution and when was the most recent penetration test completed?	
28	Who can see or have access to the City's data stored, processed, or transmitted by this cloud solution?	

29	How does the Company safeguard the City's data from other customers and prevent unauthorized viewing of the City's data?	
30	Is this cloud solution hosted on a dedicated or shared instance/infrastructure?	
31	Please describe the vendor's security Incident Response (IR) process.	
32	What is the timeline for customer notification in the case of a breach?	
33	What activities/actions within this cloud solution are logged?	
34	How does the Company allow customers to view audit and access logs?	
35	How does the Company communicate with customers about important changes to the vendor's platform or processes?	
36	Does the Company offer periodic reports confirming compliance with security requirements?	
37	What happens to the City's data when service is terminated?	
38	Describe the process the Company uses to destroy data after customers release it?	
39	Please describe the vendor's backup process.	
40	How many backups of the City's data are stored, where are they stored, and are they encrypted?	
41	Please describe the vendor's Disaster Recovery (DR) processes.	
42	What is the vendor's current uptime and Service Level Agreement (SLA) option?	
43	How does the Company screen employees and contractors?	
44	What cloud/hosting service hosts this cloud solution? If this cloud solution is hosted on Amazon Web Services (AWS), Google Cloud (GCP), or Microsoft Azure, the questions listed below can be skipped.	
45	What is the vendor's process for responding to a legal hold request?	
46	What certifications for the data center have been achieved?	
47	Where is the vendor's data center and what physical security measures are in place?	

48	How does the Company dispose of End-Of-Life (EOL) hardware?	
49	How does the Company dispose of failed data storage devices?	

By signing below, Proposer certifies that the information is true and accurate and cover all aspects of the Work to be provided.

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

SECTION 3: SPECIFICATIONS AND CONTRACT

EXHIBIT A **SPECIFICATIONS**

CLT provides Wi-Fi internet access to travelers in the main terminal building of the Airport at no cost to end users. Free internet access via the CLT Public Wi-Fi ("System") is one of many services offered to enhance the travel experience. The CLT Technology Team works to provide consistent Wi-Fi internet access with adequate bandwidth to support users during peak demands. The Company will provide a turn-key solution for the System. To accomplish this the Company will conduct site surveys, design network infrastructure, install cabling and network hardware, conduct programming, installation, and testing, and provide on-going support for the System to ensure seamless Wi-Fi access to both secure and non-secure areas of the main terminal building which covers approximately 2 million square feet. Lastly, the System shall have the capability to capture, store, export, and report on usage metrics. Metric data will be used to refine System functionality, ensure adequate coverage is maintained, and learn user patterns while visiting the Airport.

In particular, the Company shall provide the following:

Site Survey

- After receipt of a Notice to Proceed, conduct in-person site surveys to become familiar with building architecture, floor plan, and challenges associated with providing Wi-Fi coverage
- Visit Airport comm rooms and gain an understanding of power, rack space, and comm room locations available for Wi-Fi infrastructure
- Meet with CLT stakeholders to coordinate design efforts and review communication infrastructure standards

System Design

- Overall system design shall be configured similar to other system diagram in Attachment 1 and shall include dedicated cabling pathway, fiber optic cabling, CAT6 cabling, core and edge network switches, wireless access points, and connectivity to CLT firewalls.
- CLT Communications Infrastructure Standards v 5.0 ("CI Standards") Section 4.8 requirements apply to the System design.
- At a minimum, the design shall include:

- Schematic Design as defined in Section 4.8.4.1 of the CI Standards.
- Design Development information as defined in Section 4.8.4.2 of the CI Standards
- Exact locations of telecom rooms/Zone enclosures. Zoning Plans shall be adjusted accordingly
- Enlarged plans of all telecom rooms/zone enclosures. These must show the following, at a minimum (as applicable):
 - Cabinet arrangement in room. Exact room clear inside dimensions. All items shown on plan to be per scale
 - Wall mounted items, including assigned area for mounting
 - Acing cabinet elevations showing compartment assignments and installed component arrangement
 - All required clear spaces clearly identified
 - Any conduit stub up areas clearly identified
 - Ladder Racking Layouts
 - All sleeving room entrances, size and count
 - Telecom Ground Bar location
- Backbone Cabling Diagram shall indicate cable sizing and type
- Symbol Schedule, Drawing Index, notations, details, diagrams, any demolition drawings and all other items required to construct a full and complete system
- Full Telecommunications Infrastructure Layer 1 Specifications
- Design shall be reviewed and approved at 30-60-90 percent completion milestones which will be managed through CLT's design review process
- Network hardware shall meet the following requirements and be compatible with existing CLT network edge and core switches:
 - IS-IS routing protocol
 - IEEE 802.1Q
 - Virtualized network service
 - Zero touch onboarding
 - Plug and play capabilities
 - Secure connectivity
 - Centralized management
- From the wireless access points to the gateway device, all traffic needs to be separated into zones and tunneled. At the gateway, the traffic will be redirected with public traffic zone going to the public wi-fi firewalls, while internal aviation traffic will be directed to the aviation firewalls.
- Existing firewalls for both Public Wi-Fi and the CLT corporate network shall be incorporated into the design. Existing Public Wi-Fi firewalls shall be replaced as part of this project due to insufficient bandwidth and EOL for the current hardware. New Public Wi-Fi Firewalls shall support 10GB+ of throughput.

- CLT will provide firewall support, ISP connection with adequate bandwidth, adequate power, comm room access, and rack space where applicable and available for the Wi-Fi network infrastructure
- Where comm rooms are not available, the Company shall include CRIBS for network equipment and cable termination in compliance with Sections 5.5 and 5.5.1 of the CI Standards.

System Design Considerations

High density capacity is a priority outcome for the System and thus the Company's design should demonstrate how the Company will accomplish capacity planning with the following:

1. Access Point (AP) Density:

- Higher AP Density: : More APs are required to handle the increased number of users and devices. The proposed solution must support the following minimum Wi-Fi usage capacities, measured across daily, weekly, and monthly operational periods:
- **Daily Requirements:**
 - Support a minimum of **1.7 TB** of application data throughput per day.
 - Support connectivity for at least **8,000 unique Wi-Fi clients** per day.*
 - Support an average of **800 concurrent client connections per access point (AP)** per day.
- **Monthly Requirements:**
 - Support a minimum of **30 TB** of application data throughput per month.
 - Support connectivity for at least **100,000 unique Wi-Fi clients** per month.*
 - Support an average of **60,000 concurrent client connections across the AP infrastructure** per month.
- * "Unique Wi-Fi clients" refers to individual devices that connect to the network, regardless of session duration
- This helps distribute the load and reduce contention.
- Proper Placement: APs should be strategically placed to avoid co-channel interference and ensure optimal coverage.

2. Channel Utilization:

- Channel Bonding: Avoid excessive channel bonding (e.g., 40 MHz or 80 MHz channels) in high-density environments as it reduces the number of available channels and can increase interference.

3. Radio Settings:

- Disable Lower Data Rates: Disable lower data rates (e.g., 1, 2, 5.5 Mbps) to improve overall network efficiency and reduce airtime consumption.

- Band Steering: Enable band steering to encourage clients to use the 5 GHz band, which is less congested than the 2.4 GHz band.
- 4. SSID Management:
 - Minimize SSIDs: Limit the number of SSIDs to reduce management overhead and beacon frame traffic. Ideally, keep it to three or fewer SSIDs.
 - Role-Based Access: Use roles, policies, and VLANs to manage access instead of creating multiple SSIDs.
- 5. Client Management:
 - Load Balancing: Implement load balancing to distribute clients evenly across available APs.
 - Client Isolation: Enable client isolation to prevent peer-to-peer communication, which can reduce unnecessary traffic.
- 6. Monitoring and Optimization:
 - Spectrum Analysis: Regularly perform spectrum analysis to identify and mitigate sources of interference.
 - Performance Monitoring: Use tools for real-time monitoring and insights.
 - Site Surveys: Conduct site surveys to fine-tune the deployment according to the specific environment.
 - High Density Capacity Planning – Wi-Fi Performance Acceptance must meet minimum RF Metrics:
 - Signal Strength: $\geq -65\text{dBm}$
 - SNR: $\geq 20\text{db}$
 - Noise: $\leq -80\text{dBm}$

In addition to High Density capacity planning, the design should also take into consideration the following minimum capabilities and features for all wireless access points:

1. Indoor and outdoor rated access points shall support 4x4:4 radios to support the robust connectivity experience expected in high-density large public venues
2. Access points should support an option for PSE Out. Please describe the capabilities and the power requirements
3. Access Points must support multi-band functionality out of the box without the need for a software or hardware upgrade, supporting simultaneous operations with no performance degradation between all supported 5 GHz frequencies and the entire range of 6 GHz frequencies (U-NII-5 thru U-NII-8 bands)
4. Access Point must support integrated Bluetooth radio for integration with IoT and guest engagement platforms
5. Access Points must support WPA3 security
6. Access Points equipped with software programmable radios is a highly desirable feature, please describe the radio capabilities of the proposed access points

7. Access Points must support a Cellular Coexistence Filter (CCF) to minimize the impact of interference from cellular networks
8. Outdoor Access Points must have a minimum protection rating of IP67
9. Outdoor Access Points must operate in a temperature range of -40° F to + 140° F
10. Outdoor Access Points must support internal antennas providing the option for omnidirectional and directional antennas
11. Outdoor Access Points must support flexible deployment options to include an underseat mounting option, as well as overhead option with pole and articulating mounting brackets
12. Access Points must provide application-layer visibility and policy enforcement with no impact on Wi-Fi performance. Please describe the capability of the solution to support this requirement and detail any additional components required
13. Wireless Appliances must support high availability. Please describe how this is accomplished and describe the cost for any extra licenses required for high availability
14. Access Points must support Wi-Fi 7 standard and be supportable for at a minimum of 5 years.

Construction and Installation

- The Company shall provide all necessary permits and \ comply with Mecklenburg County Code Enforcement and the North Carolina State Building Code: Administrative Code and Policies (2018 or current if superseded) specific permitting Requirements.
- Conduct project construction according to Section 4.9 of the CI Standards.
- Install pathway dedicated to Public Wi-Fi according to Sections 5.6, 5.8, and 5.9 of the CI Standards
- Install fiber and copper cabling according to standards defined in Section 6 of the CI Standards
- Company shall follow inspection milestones as defined in Section 8 of the CI Standards
- Avoid impacting existing network infrastructure during construction unless approved by CLT Technology Change Control processes
- Work in publicly accessible areas must be conducted between the hours of 11:00 pm and 4:30 am the following day

Testing

- Company shall conduct testing and certification of cabling according to Section 6.8 of the CI Standards
- Test the overall System in compliance with the requirements set forth in Exhibit D of the Contract which shall include, without limitation the following:

- Test network switch configuration and communications to ensure adequate bandwidth
- Conduct testing to ensure wireless signal is available to all public accessible areas of main terminal building and correct and gaps in coverage
- Test new configurations to Wi-Fi infrastructure after building renovations or modifications
- Any components that do not meet minimum qualifications must be corrected at Company's expense
- Company shall test and ensure new Public Wi-Fi wireless signal and channels do not interfere or compromise existing CLT Wi-Fi network used exclusively for CLT and Airport business systems
- Cutover date shall be established in coordination with CLT Tech Services Office not less than 30 days prior to construction completion. Company shall provide all documentation, test results, label schedules, and as-built information no less than 21 days in advance of the scheduled cutover/activation date
- Not less than 21 calendar days prior to scheduled TCO date the Owner shall receive from the Company the following closeout documents (as applicable):
 - Electronic copies of Owner accepted copper station cable performance test results, in .pdf and manufacturers original test files (.flw or equivalent).
 - Electronic copies of Owner accepted optical fiber test results, in .pdf and manufacturers original test files (.flw or equivalent).
 - Completed Copper Station Cable Recording Documents
 - Completed Fiber Label Recording Documents
 - Marked-up set of drawings showing field changes, and signed approvals for all field changes
 - Written certification from the contractor that 100% of the installation meets these specifications
 - The Company shall present the connectivity manufacturer's System Warranty certificate for the installed Category 6 / 6A cabling plant, with a warranty period of not less than 25 years
 - The Company shall provide AutoCAD compatible DXF As-built drawing files, and printed/pdf copies, showing all outlets and labeling information, within 30 days of the CO date

On-going Support

- Company shall provide system documentation as defined in Section 9 of the CI Standards

- CLT team will provide content for Wi-Fi landing page and links to End User Agreements. The Company shall provide access for CLT staff to upload landing page content or Company shall upload content for CLT upon request
- Company shall provide full life-cycle and asset management for all aspects of the System
- Company shall provide on-site support to replace or upgrade hardware as required in Exhibit E of the Contract
- CLT Technology Infrastructure Team shall provide firewall configuration, hardware, software licensing, and monitoring
- CLT shall provide and maintain ISP connections with adequate bandwidth
- Additional details related to the Maintenance and Support requirements can be found in Exhibit E to the Contract

Data Analytics

- Data analytics play a crucial role in managing and optimizing network performance in high-density environments
- The application telemetry on switches and wireless access points (APs) must be available to for CLT to analyze application flows from every part of the network
- The System should be able to provide reports and data to include at a minimum, the following:
 - Performance Monitoring and Optimization/Real-Time Insights: Network performance, including metrics like bandwidth usage, latency, and packet loss
 - Quality of Service (QoS)
 - Load Balancing
 - Automated troubleshooting with advanced analytics
 - Resource allocation to show the allocation of network resources, such as bandwidth and APs, based on actual usage patterns and needs
 - Business Analytics, including user behavior such as foot traffic patterns, dwell times, and popular areas
 - Heat maps and coverage analysis

Training. The cost of all training referenced in this Section must be included in the Proposal Pricing. The Company shall be responsible for initially training all necessary Airport employees, as well as new or additional employees as needed on an on-going basis, on using the Company's products or systems necessary under this Contract, including without limitation any systems and providing documented step-by-step instructions to each of the Airport's authorized users.

Explain the training curriculum available to support the Company's proposed solution. The Company shall schedule training classes and modules to align with appropriate phases of the Project. The Company shall submit a preliminary Training Plan outlining the content,

sequence and duration of each segment of each training session necessary to thoroughly and comprehensively train Airport personnel to fully utilize the Work (the "Training Plan"). Additionally, the Training Plan will:

- a. Provide comprehensive "train the trainer" training for the designated numbers of Airport designated personnel;
- b. Consider classroom resources and personnel scheduling;
- c. Include a written description of the training courses that will be conducted, the maximum number of participants allowed for each session, and the total number of hours required for each participant to be trained; and
- d. Include on site (at CLT facilities) and internet/web based available options.

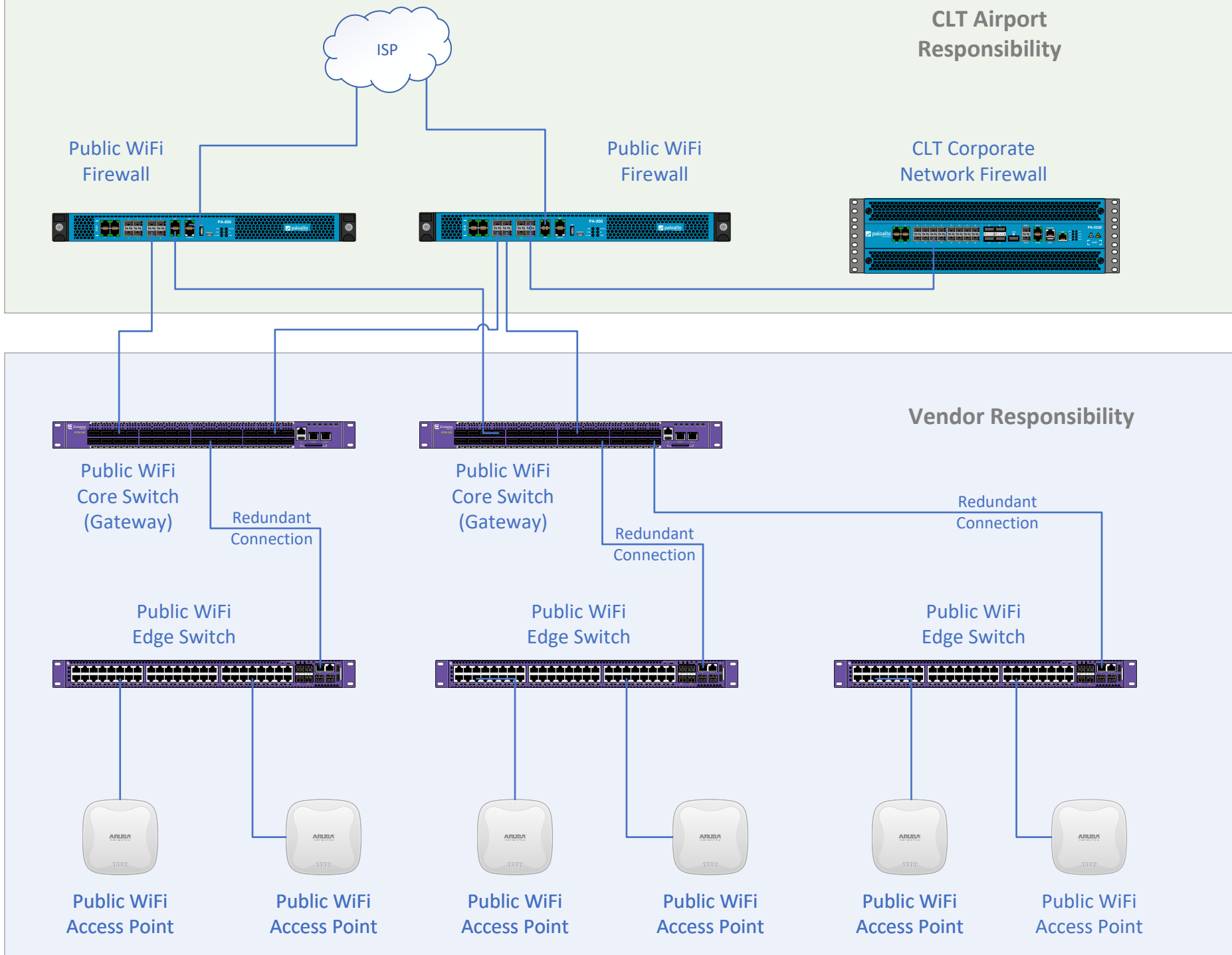
Liquidated Damages. The Company acknowledges and agrees that during the Implementation of the Work that the Airport may incur costs if the Company fails to meet the certain requirements set forth in this Contract. The Company further acknowledges and agrees that: (a) the Airport may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the Airport might reasonably be anticipated to accrue because of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay liquidated damages at the rates set forth below. The parties agree that the liquidated damages set forth below shall be the Airport's exclusive remedy for loss of goodwill and administrative costs attributable to a failure by the Company to meet certain requirements of this Contract but shall not be the remedy for the cost to cover or other direct damages. The Company shall have all equipment, tools, materials, packaging, and trash removed from public accessible areas before 4:30 am. The Company shall have all access doors, ceiling tiles, wall panels, and any other structural items returned to their original position prior to 4:30 am. The Company will incur Liquidated Damages costs of \$1000 per hour for each hour that items remain non-compliant.

Safety and Health.

- a. The Company agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Company's commitment to comply with all federal (OSHA), state and local laws and regulations. The Company agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly mitigate all hazards and unsafe conditions its onsite investigation reveals.
- b. The Company agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the CLT has undertaken or assumed any part of that responsibility.

- c. The Company will provide employees with safety and health orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment. The Company agrees to pay employees for attending such orientations and training. The Company will not ask or allow any employee to work or operate any equipment until the employee has received all relevant safety and health training.
- d. The Company will furnish, at its expense, all safety and personal protective equipment (PPE) required by the hazard assessment conducted by the Company prior to beginning work for the protection of employees.

ATTACHMENT 1 - CLT PUBLIC WI-FI OVERVIEW



ATTACMENT 2 – RACI DIAGRAM

R	Responsible - Stakeholder responsible for completing task
A	Accountable - Stakeholder directly accountable for results. This role oversees the progress and approves the task's completion
C	Consulted - Subject matter experts and advisors that give critical input about the work
I	Informed - Stakeholders that must be regularly informed about milestones

CLT Public WiFi Support Matrix	CLT IT Director	CLT Infrastructure Manager	CLT Cyber Security Engineer	CLT Network Engineer	WiFi Support Manager	WiFi Support Network Engineer	WiFi Support Software Engineer	WiFi Support Device Manager
Network Cable and Fiber Optic								
Procurement	I	C	C	C	A	R	C	C
Add/Remove/Replace	I	C	C	C	A	R	C	C
Troubleshooting	I	C	C	C	A	R	C	C
Patch Cables	I	C	C	C	A	R	C	C
Pathway Redundancy	I	C	C	C	A	R	C	C
Network Switches								
Procurement	I	C	C	C	A	R	R	R
Add/Remove/Replace	I	C	C	C	A	R	R	R
SFP's for switches	I	C	C	C	A	R	R	R
UPS for Swtich Cabinets	I	C	C	C	A	R	R	R
Troubleshooting	I	C	C	C	A	R	R	R
OS Patches/Updates	I	C	C	C	A	R	R	R
Firmware Updates	I	C	C	C	A	R	R	R
OS Configuration	I	C	C	C	A	R	R	R
Device Configurations	I	C	C	C	A	R	R	R
Backups	I	C	C	C	A	R	R	R
License Management	I	C	C	C	A	R	R	R
Remote Access Management	I	C	C	C	A	R	R	R
Firewalls								
Procurement	C	A	R	C	C	C	I	I
Add/Remove/Replace	C	A	R	C	C	C	I	I
Troubleshooting	I	C	A	C	C	C	I	I
OS Patches/Updates	I	C	A	C	C	C	I	I
Firmware Updates	I	C	A	C	C	C	I	I
OS Configuration	I	C	A	C	C	C	I	I
Device Configurations	I	C	A	C	C	C	I	I
Backups	I	C	A	C	C	C	I	I
License Management	I	C	A	C	C	C	I	I
Remote Access Management	I	C	A	C	C	C	I	I
Wireless Access Points (WAPs)								
Procurement	I	C	C	C	C	R	R	A
Add/Remove/Replace	I	C	C	C	C	R	R	A
Troubleshooting	I	C	C	C	C	R	R	A
Software Patches/Updates	I	C	C	C	C	R	R	A
Firmware Updates	I	C	C	C	C	R	R	A
Network Configurations	I	C	C	C	C	R	R	A
Device Configurations	I	C	C	C	C	R	R	A
Managed Backups	I	C	C	C	C	R	R	A
Operational Backups	I	C	C	C	C	R	R	A
License Management	I	C	C	C	C	R	R	A
CRIBs and/or Rackspace								
Procurement	I	A	I	C	C	C	C	C
Add/Remove/Replace	I	C	I	A	C	C	C	C
Troubleshooting	I	C	I	A	C	C	C	C
Device Configurations	I	C	I	A	C	C	C	C

EXHIBIT B
SAMPLE CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. _____

CONTRACT TO PROVIDE:

[Insert project name goods or services]

This Contract (the "Contract") is entered into as of this [insert date] (the "Effective Date"), by and between [insert vendor legal name], a [insert business type i.e. corporation] registered under the laws of the State of [Insert state] and doing business in North Carolina (the "Company"), and the City of Charlotte, a municipal corporation of the State of North Carolina (the "City").

Statement of Background and Intent

- A. The City, by and through its Aviation Department ("CLT:") is the owner and operator of the Charlotte Douglas International Airport ("Airport");
- B. CLT issued a solicitation dated [insert date] requesting submissions from qualified firms to provide CLT with [insert product/service description] hereafter referred to as the "Work".
- C. The Company submitted a response to the solicitation on [insert date].
- D. The Company wishes to provide the Work to CLT in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

AGREEMENT

1.0 INCORPORATION OF EXHIBITS. The following Exhibits are attached to the Contract and incorporated into and made a part of this Contract by reference:

Exhibit A: Specifications

Exhibit B: Proposal Forms

Exhibit C: Project Plan and Schedule

Exhibit D: Implementation Plan

Exhibit E: Warranty, License and Maintenance Services

Exhibit F: Form 5 and Letters of Intent

Any conflict between language in Exhibits and the Contract shall be resolved in favor of the main body of this Contract. Any conflict between the Exhibits or any reference documents will be resolved in favor of the most restrictive requirement

2.0 DEFINITIONS. The following terms shall have the meanings set forth below for the purpose of this Contract (including all Exhibits):

- 2.1 "Airport means Charlotte Douglas International Airport.
- 2.2 "Business Days" means Monday through Friday except holidays observed by the City.
- 2.3 "CI Standards" means CLT Communications Infrastructure Standards v 5.0 and any later version then applicable.
- 2.4 "City" means City of Charlotte.
- 2.5 "CLT" means the Aviation Department of the City.
- 2.6 "Cloud Services" means the services through which the Company will make the Software accessible to CLT over the Internet, and all other services, data import / export, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for CLT's productive use.
- 2.7 "Company" means **[Insert Company Name]**.
- 2.8 "Company Software" or "Software" means all the System software applications provided by the Company or its subcontractors (including but not limited to Customizations, the platform software and any Third-Party Software), and all modifications, updates, New Releases and New Versions of the foregoing, other than software that the Contract specifically requires CLT to license on its own.
- 2.9 "Confidentiality Requirements" means the requirements set forth in **Exhibit B**.
- 2.10 "Configuration" means the arrangement of the Products provided under the Contract to

ensure the functionality of the System meets CLT's needs as requested in the Specifications. This may include commercial off the shelf functionality and usually do not include changes to source code.

- 2.11 "Contract" shall mean this document, all exhibits, the CI Standards and all reference documents.
- 2.12 "Contract Data" means all data generated by, provided by, provided to, accessed through, processed by or made available to the Software or Company (including its subcontractors) in connection with this Contract, and all report structures in which such data are reported.
- 2.13 "Current Release" means the latest version of the Company Software offered for general commercial distribution at a given point in time, including all New Releases.
- 2.14 "Customizations" means all newly developed software created by the Company and/or its subcontractors pursuant to this Contract, including but not limited to all interfaces or integrations between different components of the System and between the System and other systems. Customizations normally include changes to source code.
- 2.15 "Defect" means any failure of the System or any component thereof to fully conform to the Specifications. A non-conformity is not a Defect if it results directly from CLT's improper use or damage unless it is reasonably likely that such non-conformity would have occurred on that or another occasion even without CLT's improper use or damage.
- 2.16 "Deliverables" means all tasks, reports, information, designs, plans and other items that the Company is required to complete and deliver to CLT in connection with this Contract, other than the Products.
- 2.17 "Documentation" means all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the System or any component thereof, and which are published or provided to CLT by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.
- 2.18 "Effective Date" means the date stated in the first sentence of this Contract.
- 2.19 "Hardware" means all hardware, equipment and materials that the Company actually provides or is required to provide under the terms of this Contract (whether now or in the future).
- 2.20 "Implementation" means the services described in **Exhibit D**.
- 2.21 "License" means the license agreement attached to this Contract in **Exhibit E**.
- 2.22 "Maintenance Services" means the services described in **Exhibit E**.
- 2.23 "New Version" means any products, parts of products, improvements, additions or materials not included in the Products as of the Effective Date that significantly modify the Products to provide a function or feature not originally offered or an improvement in

function. For example, a change from Version 5.0 to Version 6.0 would likely represent a New Version.

- 2.24 "New Release" means any change issued by the Company or its subcontractors to the Products or the Documentation that is not a New Version. An example of New Releases could be going from Version 5.1 to 5.2.
- 2.25 "Patch" means a set of changes to the Software, or its supporting data designed to update, fix, or improve the System. This includes fixing security vulnerabilities and other bugs, with such patches usually being called bug fixes, and improving the usability or performance of the System.
- 2.26 "Performance Bond" The approved form of security furnished by the Company and his surety as a guarantee that the Company will complete the Work in accordance with the terms of the Contract.
- 2.27 "Project Plan" means the detailed plan for implementation of the Work as described in **Exhibit C**, in the form accepted in writing by CLT.
- 2.28 "Project Schedule" means the detailed timeline for implementation of the Work as described in **Exhibit C**, in the form accepted in writing by CLT.
- 2.29 "Products" means all Software and all Hardware (both as herein defined).
- 2.30 "Software" means: (i) all Company Software; (ii) all Customizations; (iii) all Third-Party Software; and (iv) all New Releases and New Versions of any of the foregoing.
- 2.31 "Source Code" means the human readable form of a computer program and all algorithms, flow charts, logic diagrams, structure descriptions or diagrams, data format or layout descriptions, pseudo-code, code listings (including comments), and other technical documentation relating to such program.
- 2.32 "Specifications" means all definitions, descriptions, requirements, criteria and performance standards relating to Work which are set forth in **Exhibit A**.
- 2.33 "System" means the Products and all required integrations to be designed, supplied, installed, configured, tested, commissioned and maintained by the Company under this Contract.
- 2.34 "System Acceptance" means acceptance by CLT of the System as provided in **Exhibit C** and/or **Exhibit D** of this Contract. System Acceptance may occur on different dates for different portions of the System.
- 2.35 "Third-Party Software" means all software included within the System or required for the System to function in full compliance with the Specifications that is provided by the Company under this Contract and was not manufactured, developed, or otherwise created by the Company, any related entity of the Company, or any of the Company's subcontractors.

2.36 "Warranty Period" means the twelve (12)-month period following System Acceptance by CLT.

2.37 "Work" means all services that the Company provides or is required to provide under this Contract, including the Implementation and all Maintenance Services now or in the future.

3.0 TERM. The Contract shall be in full force and effect from the Effective Date through the natural expiration or earlier termination as set forth in this Contract. The term will be for three (3) years with two optional one-year renewals and the authority to use the contract for as long as CLT uses the system. After the Warranty Period, as defined in **Exhibit E**, and for each year thereafter for as long as CLT uses the System, CLT shall be entitled to exercise its option to receive Maintenance Service by: (a) providing written notice to the Company at any time prior to or within sixty days prior to the beginning of each renewal option; or (b) for a period of one year based on payment of the Company's invoice for such one-year period.

4.0 COMPENSATION. The Company shall provide the Work in accordance with the Specifications set forth in **Exhibits A, C, D and E** to this Contract. The City shall pay the Company for the Work delivered in compliance with the Specifications, actually delivered and accepted and at the prices forth in **Exhibit B**. This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in **Exhibit B**.

5.0 BILLING. All invoices must include all reports, information and data required by this Contract (including the exhibits) necessary to entitle the Company to the requested payment. Invoices shall be provided by the Company to CLT at the frequency set forth in **Exhibit A** or where the exhibit is silent, invoices should be submitted monthly, except for the Maintenance Services, for which the Company shall invoice CLT on an annual basis, but not more than sixty (60) days before the maintenance term being billed for begins. The Company shall submit invoices in compliance with CLT's requirements as included in the City's purchase order or as otherwise communicated to the Company. Payment of invoices shall be due within thirty (30) days from receipt by CLT of all of the following: (a) an accurate, properly submitted invoice; (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by CLT to verify the charges contained in the invoice.

6.0 GENERAL WARRANTIES. Company represents and warrants that

- 6.1 It is a legal entity, validly existing and in good standing under the laws of the State or Country where it is registered, and is qualified to do business in North Carolina;
- 6.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 6.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 6.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 6.5 In connection with its obligations under this Contract, it, and any of its subcontractors, shall comply with all applicable federal, state and local laws and regulations and shall obtain and provide to the City all applicable permits and licenses within ten (10) days of the Company receiving notice of award and within twenty-four (24) hours of demand at any time during the term;
- 6.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 6.7 The Company has sufficient expertise and resources to perform under this Contract.
- 6.8 The Work shall comply with all requirements set forth in this Contract, including but not limited to the attached exhibits;
- 6.9 The Company guarantees the materials and workmanship on all materials and services provided under the Contract and that it will fix any Defects at its own expense that are discovered during the Warranty Period at the time designated by and to the satisfaction of CLT;
- 6.10 All Documentation provided for the Work will be in all material respects complete and accurate and will enable data processing professionals and other City employees with ordinary skills and experience to utilize the Work for the expressed purpose for which it is acquired by CLT.
- 6.11 All Hardware shall be delivered and shall remain free and clear of all liens and encumbrances. The Company shall not place or allow to be placed on the Software any third-party lien or encumbrance of any kind at any time which could conceivably interfere with CLT's use of the Software or the Company's maintenance obligations;
- 6.12 All Software provided by the Company, or its subcontractors is and will be free of viruses, malware, backdoors, worms and Trojan horses, and any code designed to disable the Software because of the passage of time, alleged failure to make payments due, or otherwise (except for documented security measures such as password expiration functions);
- 6.13 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge; and
- 6.14 The Work provided by the Company under this Contract will not infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

7.0 INDEMNIFICATION. The Company shall indemnify, defend and hold harmless the City and the City's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses, including but not limited to attorneys' fees, arising out of or

Page | 50

resulting from Company's performance, or allegations thereof, under this Contract, except to the extent that the claims, losses, damages, obligations, liabilities and expenses are caused by the sole negligence of the City, or the City's officers, agents and employees. Such liabilities shall include those arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any of its subcontractors. Company shall purchase insurance, as described below, which shall include coverage for the contractual liability described herein. In any case in which Company provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. This provision shall survive the expiration or early termination of the Contract.

8.0 INSURANCE. The Company shall provide and maintain at its expense during the term of this Contract the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the City as approved by the City's Risk Management Division and evidence of such programs satisfactory to the City shall be delivered to the City on or before the effective date of this Contract. Such evidence shall specifically identify this Contract and shall contain the express condition that the **City is to be given written notice within ten (10) days of any modification or termination of any program of insurance.**

8.1 Automobile Liability. Evidence of current automobile insurance (attach copy of automobile Policy declarations Page(s) in the case of Personal Auto) which show the vehicle and coverage amounts as the appropriate one of the following:

- 8.1.1 If the Company owns or leases commercial vehicles to provide goods or perform a service under this Contract, Automobile Liability must be provided at a limit of not less than \$1,000,000 per accident, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
- 8.1.2 If the Company does not own or lease any vehicles, but has employees using their vehicles to perform a service under this Contract, Company must provide Hired/non-owned Automobile Liability coverage at a limit of not less than \$1,000,000 per occurrence aggregate.
- 8.1.3 If the Company does not own or lease any commercial vehicles to perform services under this Contract, and has no employees using their vehicles to perform services under this Contract, but uses his or her own personal vehicle to perform services under this Contract, Personal Automobile Liability may be provided at limits of not less than \$100,000 each person, \$300,000 each accident and property damage liability of \$50,000.
- 8.1.4 If the Company is trucking fuel, the Automobile Liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. Company must also supply the City with evidence of motor carrier endorsement MCS-90 as required by the Federal Motor Carrier Safety Administration's Motor Carrier Act.

- 8.1.5 However, if the Company has access to the Aircraft Operation Area (AOA), all automobile liability insurance limits shall increase to \$5,000,000.00 per accident, combined single limit, each occurrence.
- 8.2 Commercial General Liability. Insurance with a limit not less than \$1,000,000 **[\$5,000,000 (inside the fence)]** per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.
- [Insert the following language for professional services]**
- 8.3 Professional Errors & Omissions. Insurance with a limit of not less than \$1,000,000 per claim, \$1,000,000 aggregate as shall protect the Company and the Company's employees for negligent acts, errors or omissions in performing the professional services under this Contract.
- 8.4 Electronic Errors and Omissions. If the risks typically covered by Electronic Errors and Omissions Insurance are not covered by the Company's Errors and Omissions Insurance, the Company shall purchase an electronic errors and omissions insurance policy having aggregate limits of \$1,000,000 and occurrence limits of \$750,000, respectively.
- 8.5 Worker's Compensation and Employers Liability. Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit. **If the Company does not employ more than 2 full time employees, Company must attest this fact on company letterhead and include such letter in this Contract.**

9.0 OTHER INSURANCE REQUIREMENTS.

- 9.1 "City of Charlotte, 600 East Fourth St. Charlotte, NC 28202" shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this Contract.
- 9.2 The Company shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this section and furnished the City with proof of insurance coverage by certificates of insurance accompanying the Contract.
- 9.3 The Company shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.
- 9.4 All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Company must submit evidence of the right to self-insure as provided by the State of North Carolina.
- 9.5 The Company insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under

this Contract. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees.

- 9.6 The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Company and/or subcontractor.

10.0 TERMINATION.

- 10.1 TERMINATION WITHOUT CAUSE. CLT may terminate this Contract at any time without cause by giving thirty (30) days written notice to the Company.

- 10.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

10.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

10.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

10.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

10.2.4 Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 10.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, CLT may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

10.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the

solicitation, or any covenant, agreement, obligation, term or condition contained in this Contract; or

- 10.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements or failure to provide the proof of insurance as required by this Contract.
- 10.3.3 The Company fails to meet delivery times or the Work does not comply with the terms of this Contract as set forth in **Exhibit A**.
- 10.4 TERMINATION CONVERSION. If the Contract is terminated by CLT for cause but it is later conclusively determined that the Company has not in fact defaulted, the termination shall be deemed to have been effected for the convenience of the City and the Company shall be paid through the date of the termination.
- 10.5 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 10.6 OBLIGATIONS UPON EXPIRATION OR TERMINATION. In the event this Contract is terminated by CLT for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all services in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Work performed under this Contract to the date of termination.
- 10.7 TERMINATION FOR FAILURE TO AGREE ON PROJECT PLAN. If the parties have not finalized and agreed upon the Project Plan by the date set forth in the Project Schedule, CLT shall be entitled to terminate this Contract and receive a refund of all amounts paid to the Company.
- 10.8 TERMINATION FOR BREACH OF WARRANTY. If the Company breaches the warranty obligations set forth in **Exhibit E**, CLT, without limiting any other remedies it may have under the Contract or at law, shall be entitled to an immediate refund of all amounts paid to the Company or its subcontractor or licensors under this Contract.
- 10.9 CROSS TERMINATION. A default by the City of its payment obligations for the Work provided pursuant to **Exhibit E** shall constitute grounds for terminating the Maintenance Services if not cured as provided above, but shall not constitute a basis for the Company to terminate the License or any other obligations the Company may have under this Contract. A default by the City under **Exhibit D** shall constitute grounds for terminating the Implementation services if not cured as provided above, but shall not constitute a basis for

the Company to terminate the License, the Maintenance Services or any other obligations the Company may have under this Contract. Otherwise, a default by either party under any exhibit or attachment of this Contract, or the main body of this Contract, shall be regarded as a default under the entire Contract

10.10 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of the Work or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

10.11 AUTHORITY TO TERMINATE. CLT is authorized to terminate this Contract on behalf of the City.

11.0 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with CLT to assist with the orderly transfer of the Work, functions and operations provided by the Company hereunder to another provider or to CLT as determined by CLT in its sole discretion. Such services shall be provided at no additional cost and will ensure that each legal and contractual right granted to CLT hereunder is protected.

12.0 TRANSITION OF CONTRACT DATA. Upon expiration or termination of this Contract for any reason, The Company shall at no cost to CLT provide such services as are reasonably requested by CLT to transition the Contract Data to CLT or to another service provider, including without limitation providing information regarding data fields and data format and responding to questions. Data will be transitioned in a format in which CLT can use, search, copy and access. To the extent any data is unable to be transition to CLT, the Company shall provide access to the Contract Data for three (3) years after Contract termination.

13.0 REMEDIES.

13.1 Right to Cover. If the Company fails to meet any completion date or resolution time set forth in this Contract (including all Exhibits), CLT may take any of the following actions with or without termination this Contract, and in addition to and without limiting any other remedies it may have:

13.1.1 Employ such means as it may deem advisable and appropriate to perform itself or obtain the Work from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and

13.1.2 Deduct any and all expenses incurred by the City in obtaining or performing the Work from any money then due or to become due to the Company and, should the City's cost of obtaining or performing the Work exceed the amount due the Company, collect the amount due the City from the Company.

13.2 Right to Withhold Payment. If the Company breaches any provision of this Contract, the

City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

13.3 Setoff. Each party shall be entitled to setoff and may deduct from any amounts owed to the other party under this Contract all damages and expenses incurred as a result of the other party's breach of this Contract.

13.4 Other Remedies. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy. However, under no circumstances shall the Airport be liable to the Company for damages arising from delay, whether caused by the Airport or not.

14.0 RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

15.0 AUDIT. During the term of this Contract and for a period of three (3) years after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate the Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, related to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

16.0 RECORDS. The Company shall be responsible for keeping a record that accurately states the number of hours worked or quantity of goods provided by the Company in the process of providing the Work under the terms of the Contract. The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Work performed under the Contract, and shall not be required to pay for Work which did not occur or which occurred in breach of the Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, whenever requested by the City.

17.0 INSPECTION. The Airport reserves the right to inspect the equipment, plant or other facilities of the Company to confirm that such conform with the requirements set forth in **Exhibit A** and are adequate and suitable for proper and effective performance of this Contract. Such inspections shall be conducted during normal business hours and upon at least three (3)

Page | 56

days' notice to the Company.

18.0 NOTICE TO PROCEED. The Company shall not commence work or make shipment as required under the Specifications until duly notified by receipt of the executed Contract from CLT. If the Company commences work or makes shipment prior to that time, such action is taken at the Company's risk, without any obligation of reimbursement by the City.

19.0 ACCEPTANCE OF THE WORK. The Work delivered under this Contract shall remain the property of the Company until CLT physically inspects, actually uses and accepts the Work. Acceptance of an individual Deliverable or milestone and the entire System shall occur in accordance with the Implementation Services and project timeline.

20.0 Returns and Restocking Charges. The Company must pick up the Work to be returned within twenty-four (24) hours from notification. CLT will not pay restocking fees for Work that have been returned unless it is a specialty item and CLT has been notified, as the time of placement of the order, of the potential restocking charge. The Company will issue a credit memo to CLT within seven (7) calendar days of the return.

21.0 Quality. Unless the Contract specifically states otherwise for an item, all components used to manufacture or construct any supplies, materials or equipment or goods provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest-grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new," the Airport means that the item has been recently produced and has not been previously sold or used.

22.0 Items under Contract. CLT reserves the right to add or delete items to the Contract. If items should become discontinued the Company shall provide an equivalent or the upgraded version at no additional cost.

23.0 Options and Accessories. CLT may in its discretion purchase from the Company options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness and defeat the purpose of the procurement statutes or policies.

24.0 COMPANY PROJECT MANAGER. Where the Contract requires the Company to provide a Project Manager, their duties shall include, but are not limited to, the following:

- 24.1 Coordination of Project schedules and the Company's resource assignment based upon CLT's requirements and schedule constraints;
- 24.2 Acting as the Company's point of contact for all aspects of the Contract administration, including invoicing for the Work, and status reporting;
- 24.3 Facilitation of review meetings and conferences between CLT and the Company's executives when scheduled or requested by CLT;
- 24.4 Communications among and between CLT and the Company's staff;

- 24.5 Promptly responding to the City's Project Manager when consulted in writing or by e-mail with respect to the Work deviations and necessary documentation;
- 24.6 Identifying and providing CLT with timely written notice of all issues that may threaten the Company's ability to provide the Work in a manner contemplated by the Contract;
- 24.7 Ensuring that adequate quality assurance procedures are in place through the duration of the Contract term; and
- 24.8 Meeting with other companies working on CLT projects that relate to this effort as necessary to resolve problem and coordinate the provision of the Work.
- 24.9 Obtain from CLT a system network configuration diagram and update it regularly to ensure that the system network configuration diagram accurately reflects CLT architecture as it may change during the implementation of the Work.
- 24.10 Maintain a "punch list" of all Defects, incomplete requirements or unresolved issues that occur over the course the Work, including date and manner of resolution.
- 24.11 Identify and provide CLT with timely written notice of all issues that may threaten the implementation, operation or performance of the System (with "timely" meaning immediately after the Company becomes aware of them);

25.0 COMPANY PERSONNEL. CLT has the right to require any additional personnel it deems necessary for the Services. CLT also has the right to require removal and replacement of any personnel it deems unsatisfactory. The Company shall also assure:

- 25.1 That it's employees, agents and sub-consultants who normally and regularly come in direct contact with the public shall be clearly identifiable by name badges, name tags, or identification cards.
- 25.2 Where applicable, that its employees, agents and sub-consultants serve the public in a courteous, helpful, and impartial manner. All employees of the Company in both the field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior or language shall be the responsibility of the Company.

26.0 DUTY OF THE COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES. The Company shall identify and request in writing from CLT in a timely manner the following:

- 26.1 All information reasonably required by the Company to perform each task comprising the Work;
- 26.2 CLT's personnel whose presence or assistance may reasonably be required by the Company to perform each task comprising the Work; and
- 26.3 Any other equipment, facility or resource reasonably required by the Company to perform the Work.

Notwithstanding the foregoing, the Company shall not be entitled to request CLT provide information, personnel or facilities other than those which **Exhibit A** specifically requires CLT to provide, unless CLT can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of CLT's failure to provide any information, personnel, equipment, facilities or resources that is not required under **Exhibit A** or requested in writing. However, where the Company provides written notice and CLT fails to provide included information, personnel, facility or resources, the Company shall notify CLT in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by the Company for any claim or defense it may otherwise have based on CLT's failure to provide such information, personnel, facility or resource.

27.0 ELECTRONIC DATA-PROCESSING RECORDS LAW. Company shall comply with N.C.G.S §132-6.1, including, without limitation, ensure that:

27.1 All Software and Documentation provided by the Company or its subcontractors will have sufficient information and capabilities to enable CLT to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated or retrieved by the Work; and

27.2 All Software and Documentation provided by the Company or its subcontractors will have sufficient information to enable CLT to create an index containing the following information with respect to each database used by the Work without extraordinary commitments of staff or resources: (i) annotated list of data fields: name, description, and restricted field indicator; (ii) description of the format or record layout; (iii) frequency with which the database is updated; (iv) list of any data fields to which public access is restricted; (v) description of each form in which the database can be copied or reproduced; (vi) title of the database; (vii) owner of the data; (viii) narrative description of the database; (ix) person creating the index; and (x) purpose of the database. The Company agrees that CLT may copy and disclose the information listed above in response to requests for database information under the North Carolina General Statutes.

28.0 REGENERATION OF LOST OR DAMAGED DATA. With respect to any Contract Data which has been lost or damaged due to an act or omission of the Company or its subcontractors, the Company shall, at its own expense: (a) promptly replace or regenerate such data from CLT's machine-readable supporting material, or (b) obtain a new machine-readable copy of lost or damaged data from CLT's data sources. The Company shall further reload and restore such data at the Company's expense. The Company shall not be responsible for any expenses that are the result of the failure of CLT to maintain backup data in accordance with CLT's regular schedule.

29.0 COMPANY WILL NOT SELL or DISCLOSE DATA. The Company will treat as confidential information all data provided by CLT in connection with this Contract. CLT data processed by the Company shall remain the exclusive property of CLT. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by CLT in any manner except as

expressly permitted by this Contract or otherwise approved by CLT in writing.

30.0 DATA AND NETWORK SECURITY.

30.1 Data Security and Privacy.

- 30.1.1 Contract Data. The parties acknowledge that CLT has exclusive ownership of all Contract Data. The Company will treat the Contract Data as Confidential Information under the Confidentiality Requirements included in **Exhibit B**. The Company will not reproduce, copy, duplicate, disclose, or use the Contract Data in any manner except as necessary to perform this Contract.
- 30.1.2 General Requirements. With respect to Contract Data, the Company shall: (i) establish and maintain safeguards against the destruction, loss, unauthorized alternation of or unauthorized access to the Contract Data; (ii) comply with all laws and regulations that may apply to the Contract Data including, without limitation, all laws relating to identity theft; (iii) store all Contract Data in accordance with Peripheral Component Interconnect (or successor) standards then in effect ("PCI Standards"); (iv) encrypt all personally identifiable information and credit card data that is transmitted to or from the Company's systems in connection with this Contract; (v) ensure that Contract Data storage complies with all relevant laws, regulations and standards, including but not limited to, states laws, and applicable regulatory and professional standards; and (vi) ensure that transmission of Contract Data to and from the Company's system is secure.
- 30.1.3 Authentication. The Company will require an authentication process approved by CLT as a condition to releasing Contract Data to CLT employees. At a minimum, such process will require a CLT user ID and password. It may also require validation challenge questions if specified by CLT in writing from time to time.
- 30.1.4 Preventing Unauthorized Access. The Company shall identify in writing a security administrator to coordinate with CLT. The Company shall take appropriate measures to protect against the misuse of and/or unauthorized access to the Contract Data, including the use of passwords and validated user identification for Company. The Company will take appropriate measures to address any such misuse or unauthorized access.
- 30.1.5 If Unauthorized Access is suspected. The Company shall promptly investigate any suspicion or allegation of misuse or unauthorized access to Contract Data. If the Company learns or has reason to believe that Contract Data has been disclosed or accessed by an unauthorized party, the Company shall notify CLT within twenty-four (24) hours and shall take at the Company's expense all remedial action required by law or as reasonably requested by CLT to remedy such disclosure or unauthorized access. All remediation for third party software security vulnerabilities that are clearly identified as such by the Company are the

responsibility of the third party to provide. This in no way limits the Company's responsibility for notifying CLT of the identified vulnerability.

- 30.1.6 City's Right to Obtain Contract Data. The Company shall provide the CLT with prompt access to Contract Data when requested (subject to the authentication requirements referenced herein), which such access shall in any event be within three (3) business days after the request. The Company shall retain all Contract Data through the duration of this Contract and for three years following the termination unless otherwise instructed by CLT in writing. When requested by CLT from time to time, the Company shall provide CLT with a copy of all Contract Data accumulated to date (or such smaller subset as may be requested by the CLT) in a machine-readable format in which CLT can use, search, copy and access the Contract Data. Within thirty (30) days after expiration of termination of this Contract for any reason the Company shall (1) return all Contract Data to CLT in a format in which CLT can use, search, copy and access the Contract Data, and (2) following such return destroy all copies of the Contract Data in the Company's possession, except to the extent the Company is required to maintain copies of such Contract Data by state or federal law or regulation. If requested by CLT, the Company shall allow CLT access to the Company's systems if it reasonably needed to use, search and copy or access the Contract Data. Further, if the Company will be providing work product under this Contract that is based on an analysis of data the Company will provide CLT with all data supporting the Company's analysis ("Supporting Data") in a machine-readable format, together with a written description of the methods of analysis. CLT shall be permitted to reproduce, copy, duplicate, disclose, or use the Supporting Data for any purpose, and it shall be treated as a public record under North Carolina law. The Company shall comply with its obligations under this Section at no cost to CLT.
- 30.1.7 Contract Data to Remain in the U.S. The Company will ensure that all Contract Data remains within the confines of the United States including any backup data, replication sites, and disaster recovery sites.
- 30.1.8 Right of Audit by City. The City shall have the right to review the Company's information security program prior to the commencement of Cloud Services and from time to time during the term of this Contract. During the performance of the Cloud Services, on an ongoing basis from time to time and without notice, the City, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of the Company's information security program. In lieu of an on-site audit, upon request by the City, the Company agrees to complete, within 45 days of receipt, an audit questionnaire provided by Customer regarding the Company's information security program.

30.2 Other Security Constraints. In order to assist the Company to comply with the City's

requirements regarding security under the Contract, Company's security strategy will be to protect Contract Data at multiple levels, which includes data security, data integrity, and data privacy.

- 30.2.1 Hosting Facility Security. All servers and network equipment are housed in locked cabinets at the hosting facility which provides 24x7 security. To access the cabinets there must be several levels of security that must be passed where each entry point provides state of the art card readers, scanners, and other access devices.
- 30.2.2 Network Security. Company's network must be protected by redundant firewalls and monitored for unauthorized access. CLT access will be configured through a dedicated VLAN, or other method as agreed to by CLT in its sole discretion. Firewall logs must be constantly monitored, and the logs reviewed on a regular basis. Leading-edge firewall equipment must be provided by the Company to protect the network. The network must be architected to be highly reliable and redundant. If a router, load balancer, or firewall should fail, there must be redundancy built in that would allow failover to take place, without causing a loss of service to the City and its customers. Company shall use ssh encryption via RSA (ssh1) and DSA (ssh2) public keys for communication between servers or as otherwise directed by CLT's Project Manager.
- 30.2.3 Firewall Management. Within Company's data centers, the Company shall complete the following activities: (i) monitoring and management of firewall appliances, and VPN connectivity to the Company data centers; (ii) VPN City connectivity to the City's on-premise firewall; (iii) management of firewall firmware upgrades; (iv) get approval from the City before making any changes to the firewall configuration; (v) logging for the firewall and servers shall be sent to the City SIEM solution at the City's discretion; (vi) in the event Company identifies a suspected security breach, Company will notify the City of the breach immediately; (vii) provide check point firewall, IPS and web security logs via OPSEC integration with the hosted check point SmartCenter; and (viii) restrict database users to controlled lists, individual activities to be restricted, logged and monitored.
- 30.2.4 Server Security. The City's installation will be implemented on dedicated virtual or physical servers, meaning these server environments will be used for and accessible only by City and Company staff;
- 30.2.5 Anti-Virus. Company shall complete the following activities: (i) install anti-virus software on Company managed servers; (ii) maintain all anti-virus and anti-spam system with the latest patches, engines and heuristics; and (iii) scan, quarantine and clean all in-bound and out-bound files (including email attachments) for viruses.

- 30.2.6 Cloud Services Security. Company shall provide that customers that access any applicable Cloud Services must use password authentication. The design of the application must be robust so as to prevent one of the Company's customers from accessing another customer's data. There must be several layers of protected servers that stand between the web page where the customer logs in and the actual data.
- 30.2.7 Security Patches. Where it does not impact application supportability, security patches to Software will be applied within 6 months of being released.
- 30.2.8 Passwords. Company must use tightly controlled passwords on its servers and network equipment. Passwords must be changed on a regular basis. Company's Software shall not share the same passwords.

31.0 COMPLIANCE WITH SECURITY MEASURES. Company acknowledges and agrees that:

- 31.1 CLT has offices and facilities in the secured area of the Airport, access to which is subject to security measures ("Airport Security Plan") and enforced by the Transportation Security Administration ("TSA");
- 31.2 Access to the Airport, to the airfield or other secured area by Company's officers and employees shall be limited to and conditioned upon compliance with the Airport Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;
- 31.3 Company's officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges ("Security Badges") issued by CLT;
- 31.4 Company shall company and ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/business/credentiaity;
- 31.5 Company may also have to comply with additional project specific requirements, which if applicable, will be included in the Specifications of this Contract; and
- 31.6 City shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or his officers or employees to obtain a Security Badge, regardless of the reason

32.0 NON-DISCRIMINATION. Company agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Company consents to be bound by the award of any arbitration conducted thereunder.

33.0 FEDERAL CIVIL RIGHTS REQUIREMENTS.

- 33.1 General Civil Rights. In all its activities within the scope of its airport program, the Company

agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, 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 by Title VI of the Civil Rights Act of 1964. The above provision binds the Company and subcontractors from the bid solicitation period through the completion of the contract.

33.2 Civil Rights – Title VI Assurances. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the “Company”), agrees as follows:

- 33.2.1 Compliance with Regulations: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 33.2.2 Nondiscrimination: The Company, 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 Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 33.2.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Company 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 Company of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 33.2.4 Information and Reports: The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the Sponsor or

the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 33.2.5 Sanctions for Noncompliance: In the event of a Company's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (a) Withholding payments to the Company under the contract until the Company complies; and/or (b) cancelling, terminating, or
- 33.2.6 Incorporation of Provisions: The Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the City to enter into any litigation to protect the interests of the City. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

34.0 TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") 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 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 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 USC § 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 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

34.1 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);

34.2 Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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. 74087 (2005)];

34.3 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

35.0 WORK ON CITY’S PREMISES. The Company will ensure that its employees and agents shall, whenever on CLT’s premises, obey all instructions and directions issued by CLT’s Project Manager with respect to work on CLT’s premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of CLT when on CLT’s premises. Further, the Company shall be responsible for any damage to or loss of the CLT’s equipment or facilities arising out of the negligent or willful act or omission of the Company or its subcontractors.

36.0 NO LIENS. All products provided under this Contract shall be delivered and remain free and clear of all liens and encumbrances.

37.0 BACKGROUND CHECKS. Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under the Contract and shall require its subcontractors (if any) to perform a background check on each

of their employees assigned to work under the Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven years; and (b) a reference check.

- 37.1 The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.
- 37.2 The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.
- 37.3 CLT or the City may conduct its own background checks on principals of the Company as CLT or the City deems appropriate. By operation of the public records law, background-checks conducted by the City are subject to public review upon request.

38.0 CHARLOTTE DIVERSITY AND INCLUSION PLAN. The City is committed to diversity and inclusion and complies with two different programs, the Charlotte Business INclusion ("CBI") Program and the Disadvantaged Business Enterprise ("DBE") Program, depending on the funding source associated with the Work. The terms and conditions of the applicable program are attached hereto in **Exhibit F**.

39.0 NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard
	Charlotte, NC 28208
	Phone: 704-
	Fax:
	E-mail:

With Copy To:	With Copy To:
	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard
	Charlotte, NC 28208
	Phone:
	Fax: 704-3
	E-mail:

All other notices shall be sent to the other party's Project Manager at the most recent e-mail or physical address provided in writing by the other party.

40.0 MISCELLANEOUS.

- 40.1 Non-Exclusivity. The Company acknowledges that it is one of several providers of the Work to the City and the City is not obligated to contract with the Company for any particular project.
- 40.2 Time is of the Essence. Time is of the essence in having the Company perform all Work and deliver all items within the time frames provided by this Contract and **Exhibit A**, including all completion dates, response times and resolution time. Except as specifically stated in the Contract, there shall be no extensions of the stated time frames. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless the Contract provides otherwise for a specific situation.
- 40.3 Entire Contract. This Contract constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations, written or oral.
- 40.4 Amendment. No amendment or change to the Contract (with the exception of the CI Standards and reference documents) shall be valid unless in writing and signed by both parties to the Contract.
- 40.5 Assignment , Transfer and Subcontracting. No part of this Contract shall be assigned, transferred or subcontracted by the Company, absent prior written approval by the City, which shall not be unreasonably withheld.
- 40.6 Service Changes and Change Orders. In the event changes to the Work (collectively "Change"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written amendment to this Contract executed by both parties. The amendment shall set forth in detail (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Work including the impact on all delivery dates and

any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a written request for the Change. If the receiving party does not accept the Change within ten (10) days, the receiving party shall be deemed to have rejected the Change request. If the parties cannot reach an agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions. Agreed upon Changes shall not become effective until such time as the written amendment, evidencing such Change, is fully executed.

Changes that involve or increase the amounts payable by the City require execution by CLT or other City personnel depending on the amount.

- 40.7 Governing Law and Forum. North Carolina law shall govern the interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina's conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought only in a state or federal court in Mecklenburg County, North Carolina, and by execution of this Contract the parties irrevocably waive any objections that they might have to the jurisdiction or venue of any court in Mecklenburg County, North Carolina. The immediately preceding sentence will not apply to any legal action or other proceeding that is pursued solely to enforce a judgment or other ruling by a court in Mecklenburg County, North Carolina.
- 40.8 Binding Nature and Assignment. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined below constitute an assignment.
- 40.9 Survival of Provisions. Those Sections of the Contract and the Exhibits which by their nature would reasonably be expected to continue after the termination or natural expiration of the Contract shall survive the termination or natural expiration of the Contract, including without limitation indemnification, insurance, audit, contract data and confidentiality requirements.
- 40.10 Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 40.11 No Manufacturer or Dealer Advertisement. No manufacture or dealer shall advertise on

goods delivered to the Airport without prior approval by CLT.

- 40.12 Waiver. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 40.13 Change in Control. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 40.14 Force Majeure. Neither party hereto shall be liable to the other for any failure, delay or interpretation in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond the control of that party including, but not limited to, court order, shortages of materials, acts of God, act of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or other circumstances for which such party is not responsible, which the party cannot reasonably circumvent or which are not in its power to control, for as long as such cause continues. This Section does not include strikes, slow-downs, walkouts, lockouts and individual disputes.
- 40.15 No Limitations on Disclosure. The Company agrees that CLT shall be able to disclose and distribute to any persons or entities, without restrictions, all Work and samples provided under this Contract or the RFP. The Company specifically agrees that CLT can and will provide samples of the Work provided under this Contract to the Company's competitors in any future procurement process.
- 40.16 No Bribery. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 40.17 Familiarity and Compliance with Laws and Ordinances. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Work. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with

Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 40.18 Taxes. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Work.
- 40.19 Prompt Payment. Provided that there has been no delay or default by the City in making necessary funds available to it, Company shall make prompt and timely payment of all its obligations arising out of this Contract. Company shall pay out of its own funds any penalty, fine or like assessment resulting from any intentional or grossly negligent late payment of any obligation related to this Contract. The City shall have the right to contact Company's vendors to verify compliance with this provision.
- 40.20 Ownership of Work Product. The Company shall have exclusive ownership of the intellectual property rights in all Company Software and related Documentation, including but not limited to all copyrights, patents and trade secrets (collectively "Company Intellectual Property"). The Company grants CLT a perpetual, royalty-free, non-exclusive license to use and copy the Company Intellectual Property for all purposes of CLT in accordance with the terms of this Contract. CLT shall own title to and all intellectual property rights in Customizations, deliverables and to all documents, reports, specifications, designs, developments, computations, and other materials prepared, obtained or delivered under the terms of this Contract specifically for CLT (collectively the "CLT Deliverables"). CLT may use, transfer, copy and distribute the CLT Deliverables without restriction or limitation. CLT accepts responsibility for any changes made by CLT to these CLT Deliverables after final submittal by the Company. CLT acknowledges and agrees that the Company may retain one copy of each CLT Deliverable and use the CLT Deliverable solely for its internal general reference. Any modification of the CLT Deliverables by CLT without the involvement of the Company shall be at the sole risk of CLT. The Company shall cooperate with and provide reasonable assistance to CLT as necessary to obtain or enforce any patents, copyrights or other proprietary rights in CLT Deliverables and to execute all CLT Deliverables necessary to give CLT full legal ownership of such CLT Deliverables. The Company shall also take all necessary actions to ensure that all employees and approved subcontractors engaged by the Company in connection with the Contract are bound by the terms of this Section. The Company shall, as required for the performance under this Contract and otherwise upon the request of CLT or upon expiration or termination of this Contract, deliver to the CLT all CLT Deliverables.
- 40.21 Public Records Law. Company acknowledges that all information included in the material provided under this Contract is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Company may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final

determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. Company agrees that CLT may reveal any trade secrets or confidential information to City staff, consultants or third parties assisting with this Contract. Where information is marked Trade Secret or confidential, Company agrees as a separate indemnity, to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with CLT choosing to withhold any material based on Company's designation of said material as a trade secret or confidential.

40.22 Approvals. All approvals or consents required under this Contract must be in writing.

40.23 Confidentiality Requirements. The Company acknowledges that it is bound by all terms and conditions contained in the Confidentiality Requirements with respect to any confidential information which it obtains access to in connection with this Contract. A signed copy of the Confidentiality Requirements is attached as part of **Exhibit B**.

[Insert the following language if a performance bond is requested in the RFP]

40.24 Performance Bond. Within ten business days after execution of this Contract, the Company shall provide CLT with a performance bond or letter of credit for [Insert percentage (XX%)] of the amount of the total price [OR of the amount of the Maintenance Services] (the "Performance Bond"). The performance bond shall be from a U.S. federally registered surety or bonding agency that is registered to conduct business in the State of North Carolina.

The Performance Bond shall be conditioned upon the full and faithful performance of each and every term, condition and provision of this Contract, and shall be subject to CLT approval as to form and content. The Company shall keep the performance bond for the term of the Contract. The Company shall pay all premiums chargeable for the bond, and the bond shall contain a provision that it shall not terminate prior to thirty (30) days after written notice to that effect is given to CLT.

In the event the Company fails to maintain the performance bond as required by this Contract, CLT may terminate this Contract for default and, without limiting any other remedies it may have, obtain a refund of all amounts paid to the Company under this Contract.

40.25 Liquidated Damages. The Company acknowledges and agrees that CLT may incur costs if the Company fails to meet the certain requirements set forth in this Contract. The Company further acknowledges and agrees that: (a) CLT may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that CLT might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay liquidated damages at the rates set forth below. The parties agree that the liquidated damages set forth below shall be CLT's exclusive remedy for loss of goodwill and administrative costs attributable to a failure by the Company to meet certain requirements of this Contract, but shall not be the

remedy for the cost to cover or other direct damages. The Company shall have all equipment, tools, materials, packaging, and trash removed from public accessible areas before 4:30 am. The Company shall have all access doors, ceiling tiles, wall panels, and any other structural items returned to their original position prior to 4:30 am. The Company will incur Liquidated Damages costs of \$1000 per hour for each hour that items remain non-compliant.

- 40.26 Project Control Software. Company may be required to use CLT's web-based project control software for records retention and management of all Work documentation, as may be changed from time to time in CLT's sole discretion. Documents, forms, and processes that will be used by CLT, the Company or other third-parties in relation to the Work may include but are not limited to: project drawings (including as-builts), submittals, required reports, project photos, project schedule, requests for information, change notices, change requests, project plan, letters, meeting notifications, meeting minutes and other communication. CLT will provide access and technical service for five (5) project control software licenses at no cost to the Company. Any additional licenses will be the responsibility of the Company to purchase as needed. CLT will provide training at no cost to the Company.
- 40.27 Publicity and Other Public Statements. Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Contract to the general physical description and location of the approved final design or product of the Work. Descriptions of conceptual or alternative designs or products considered for the Work shall not be included in advertising, sales or other materials. As a condition of entering into this Contract, the Company further agrees to refrain from the following, absent CLT's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Contract or CLT's position on any issue relating to this Contract; or (2) making any statement to the media or public on any issue which, in CLT's judgment, is likely to cast doubt on the competence or integrity of CLT or the Company. Failure to comply with this Section by the Company shall constitute a material breach and, without limiting any other remedies CLT may have, shall entitle CLT to terminate this Contract for default.
- 40.28 No Third Party Benefit. The provisions of this Contract are for the sole benefit of the Parties hereto. Except as expressly provided herein, this Contract neither confers any rights, benefits, or claims upon any person or entity not a Party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not Parties hereto.
- 40.29 E-Verify. Unless otherwise exempted, Company shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Company utilizes a subcontractor, Company shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- 40.30 NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel. Company represents and warrants that it is eligible to contract with the City because it is not identified

as an ineligible company on the State Treasurer's list created pursuant to G.S. 147-86.58 or identified as a restricted company for purposes of the Israel Boycott. Company also agrees to immediately notify the City if it is identified as an ineligible company on either list at any time during the term of this Contract.

- 40.31 Pre-Audit. [Delete altogether if contract is encumbered OR For NTE Contracts where the City commits to spend funds but none in the first fiscal year:] Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that no pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract imposes no financial obligation on the City that will become due during the City's current fiscal year. The City's fiscal year runs from July 1 to June 30. The current fiscal year is the one in which the Contract is executed. [OR For NTE Contracts where it is unit price with no firm purchase commitment:] No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding PO or contract addendum containing a pre-audit certificate. [OR if NTE Contract and the funds are going to be encumbered via addendum/task order:] The Company will execute and submit to the City a proposed Task Order for each scope of work that the Company proposes to provide to the City under this Contract. The City may accept the proposed Task Order by issuing a purchase order. Upon issuance of such purchase order the Task Order and purchase order shall be deemed incorporated into and made a part of this Contract, and each reference to an accepted Contract Addendum in this Contract shall be deemed to include both the Task Order in the form accepted by the City and the purchase order. In the event of a conflict between the main body of this Contract and the Task Order, the main body of this Contract shall prevail. The City will not be legally obligated by a Task Order absent a City issued purchase order.

- 41.0 NON-APPROPRIATION OF FUNDS.** If the City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, CLT will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

[ENTER COMPANY NAME]

CITY OF CHARLOTTE

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A – SPECIFICATIONS

EXHIBIT B – PROPOSAL FORMS

Nothing in this Exhibit shall be deemed to eliminate the Company's obligation to provide alternative or updated Products to the extent required by **Exhibit E** or other provisions of the Contract.

EXHIBIT C – PROJECT PLAN AND SCHEDULE

1. COMPANY RESPONSIBILITIES. The Company shall design, supply, implement, install, configure, test and commission the System so that it fully complies with the Specifications. The Company shall furnish all equipment, services, Products and supplies necessary to achieve full compliance with the Specifications. The fact that a particular service, item of equipment or material is not listed in the Contract does not release the Company for its obligation to provide it, if such service, equipment or material is necessary to design, supply, implement, install, configure, test and commission the System so that it fully complies with the Specifications. Without limiting or shifting to CLT the obligations of the Company which are acknowledged in the preceding two sentences, the Company shall provide to the City the specific system components and services which are listed in **Exhibit A** to the Contract, or any newer versions that the Company is required to provide under the Contract.

In the event any of the System components or services listed on **Exhibit A** (or any newer version that the Company is required to provide) are insufficient for the Company to deliver to CLT the System which fully complies with the Specifications, the Company shall immediately provide CLT with written notice (a "Deficiency Notice"): (i) describing the deficient components and/or services and the probable impact on the System; and (ii) proposing such other or additional components or services as are necessary for the System to meet all Specifications (the "Substitute Components and Services"). Substitute Components and Services must be equal or better in all respects to the deficient components and Services. CLT shall within fifteen (15) days after receipt of a Deficiency Notice, give the Company written notice to either proceed with the current components and/or services, or to proceed with the Substitute Components and Services.

In the event CLT elects to proceed with the Substitute Components and Services, the Company shall provide the Substitute Components and Services at no additional charge to CLT. In the event CLT elects to proceed with the current components and/or services, the Company shall not be responsible for Defects which are solely attributable to the deficiency identified by the Company in the Deficiency Notice with respect to such components and Services.

2. PROJECT PLAN. Company shall be required to submit a Project Plan no later than fifteen (15) days prior to the estimated project start as set forth in the Project Schedule unless such requirement is waived in writing by CLT. The Project Plan should outline each task the Company plans to complete during the Work. If providing Implementation services, these tasks should be broken into the phases set forth in **Exhibit D**.
3. PROJECT SCHEDULE. Time is of the essence in having the Company perform the Work. The Company shall perform all Work within the time periods set forth in the Project Schedule.

The Project Schedule shall be submitted to CLT no later than fifteen (15) days prior to the Work beginning unless such requirement is waived in writing by CLT.

Both the Project Plan and Project Schedule and any changes are incorporated herein by reference. Changes to the Project Plan and Project Schedule must be accepted in writing by both parties. For purposes of this section, email is an acceptable form of written confirmation.

4. Extensions of Time. There shall be no extensions of such time periods without the mutual written consent of both parties; provided, however, that:
 - a. If CLT fails to complete any task assigned to it by the completion date set forth in the Project Schedule, and if such failure is reasonably likely to cause a delay in the completion of the remaining tasks, then the Company shall give CLT written notice that its delay is causing the Company to fall behind (a "Delay Notice"). The completion dates for all remaining tasks shall be automatically extended by the number of Business Days between the date CLT receives the Delay Notice and the date the City completes the overdue task identified in the Delay Notice unless such delay would be otherwise excused under the Contract or if the details of the Delay Notice are reasonably disputed by CLT;
 - b. If the Company fails to meet a completion date set forth in the Project Schedule, the completion dates for tasks assigned to CLT shall be automatically extended by the number of Business Days between the date the task should have been completed and the date the Company actually completes such task; and
 - c. CLT shall in its sole discretion be entitled to postpone the Work at any time for any reason by giving written notice to the Company. This postponement shall result in the extension of all deadlines set forth in the Project Schedule, provided that such extensions shall not total more than six (6) months in the aggregate without the Company's prior written consent.
 - d. The failure by the Company to meet a given completion date in the Project Schedule shall not entitle the Company to receive an extension for the completion of any other task assigned to the Company, even if such failure has caused CLT to delay in completing one or more tasks as allowed herein.
5. PROGRESS REPORTS. Throughout Implementation, the Company shall prepare and submit weekly written reports to the CLT Project Manager. The weekly reports shall:
 - a. Update the Project Plan indicating progress for each task;

- b. Identify and report the status of all tasks that have fallen behind schedule, the reason for the delay, and the projected completion date;
 - c. Identify and summarize all risks and problems identified by the Company which may affect the Work;
 - d. For each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem;
 - e. For each risk and problem identified, state the impact on the Project Plan; and
 - f. Identify all personnel, equipment, facilities and resources of CLT that will be required for the Company to perform the Work at least (2) weeks in advance of the need.
6. REVIEW AND CORRECTION OF INTERIM DELIVERABLES. Upon completion of each Deliverable and/or project milestone (if any), the Company shall give CLT a written notice of completion. Within a reasonable time after receiving such completion notice, CLT shall notify the Company in writing of CLT's acceptance or rejection of the applicable Deliverable and/or project milestone. CLT shall be entitled to reject the Deliverable and/or project milestone if it fails in any way to comply with the Contract or if it fails to comply with the highest industry standards, or if it contains time periods that are not reasonably attainable. If CLT fails to accept or reject the Deliverable and/or project milestone within a reasonable time period, then: (a) the Deliverable and/or project milestone shall be deemed rejected; (b) the Company shall give CLT written notice of such failure to accept or reject; and (c) work on all contingent tasks shall cease until all issues about the Deliverable and/or project milestone have been resolved and CLT issues an acceptance. As used in this paragraph, the term "reasonable time" means the time reasonably necessary to review and evaluate the Deliverable and/or project milestone based on its length, complexity and the number of people who need to review it. Under no circumstances shall the "reasonable time" be less than fifteen Business Days, unless CLT has agreed in writing to a shorter review time.
- If CLT rejects a Deliverable and/or project milestone the Company shall: (a) act diligently and continuously to correct all Defects and deficiencies identified by CLT, and (b) immediately upon completing such corrections give CLT a written, dated certification that all Defects and deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all Defects and deficiencies identified in by CLT and provide a Certification within a reasonable time after receipt of the rejection notice (which time shall in no event exceed fifteen Business Days), CLT shall be entitled to terminate this Contract for default without further obligation to the Company.
7. Upon CLT's receipt of the corrected Deliverable and/or project milestone, or a Certification, whichever is later, the above-described acceptance procedure shall recommence. CLT shall

not be obligated to allow the Company to recommence curative action with respect to any Defect or deficiency previously identified by CLT or more than twice for any given Deliverable and/or project milestone and shall be entitled to terminate this Contract for default if the criteria for acceptance are not met within this time frame or in the alternative reduce the cost of the Work in a proportional amount equaled to the value of the unaccepted Deliverable or project milestone.

Under no circumstances shall CLT's acceptance of a Deliverable and/or project milestone be deemed to constitute a waiver of any of the Specifications, the completion dates in the Project Plan, or any of the Company's other obligations under this Contract. No such waiver shall be effective unless specifically agreed to in writing by CLT staff holding the proper authority. Likewise, the Company shall not be relieved of such obligations by any Defect or deficiency in the Deliverable, nor by any failure on the part of the Company or CLT to detect such Defect or deficiency.

EXHIBIT D – IMPLEMENTATION PLAN

IMPLEMENTATION. The Company will be responsible for the following major tasks:

1. PLAN: Ascertain detailed implementation requirements and constraints and document an implementation plan and refined Project Schedule with corresponding task descriptions, roles & responsibilities, and schedule
 - a. The Company shall interview CLT stakeholders and ascertain all the requirements associated with deploying the successful Systems. CLT shall review a draft of the Implementation plan and provide feedback to the Company, to finalize. Stakeholder interviews consisting of external organizations must be coordinated through CLT staff.
2. MOBILIZE: Install and Configure Product building blocks:
 - a. The Company shall procure, install, and configure all System required Products set forth in the Specifications or as designated by CLT. Installation will initially be done in the CLT Technology Lab or other location designated by CLT to support design, build, integrate, test, etc, prior to deployment of the operational system across CLT. At least two system environments will need to be setup (e.g. test environment, development environment and production environment).
 - b. For any Configurations required for the System, the Company shall document each and provide a detailed report on how each works and how they can be modified. The Company shall also grant the City admin access for all Configurations provided under this Contract.
 - c. During Mobilization or concurrent with the Design phase, the Company will be required to install a test environment and/or development environment and a similar production environment. Each environment will require at least two (2) virtual servers including another instance of the database server, the format of which will be determined by CLT. Exact specifications and requirements will be negotiated with the Company.
 - d. Installation. Only experienced professionals should install all Work. All work must be performed according to the standards established under this Contract and meet manufacturer's specifications and industry standards. It shall be the obligation of the installer to obtain clarification from CLT's Project Manager concerning questions or conflicts in any drawings and the terms of this Contract in a timely manner as to not delay the progress of the work. All licenses, permits and inspections required to complete the installation are the sole responsibility of the Company.

- e. DELIVERY AND INSTALLATION COSTS. All delivery and installation costs associated with the Hardware and the Software shall be borne by the Company unless otherwise agreed to in writing by CLT.
 - f. DELIVERY SCHEDULE. The Company shall deliver the Products by the delivery dates set forth in the Project Schedule as may be modified by the parties' mutual consent. Delivery shall be to the CLT Center, located at 5601 Wilkinson Blvd. Charlotte, NC 28208, unless otherwise noted.
 - g. TITLE / RISK OF LOSS. Except for loss or damage occurring in connection with the Company's performance of services under this Contract, title and risk of loss of all Hardware shall pass to CLT upon delivery and acceptance of the Hardware to CLT's premises.
 - h. RETURN AND RESTOCKING CHARGES. The Company must pick up the Work to be returned within twenty-four (24) hours from notification. CLT will not pay restocking fees for Work that have been returned unless it is a specialty item and CLT has been notified, as the time of placement of the order, of the potential restocking charge. The Company will issue a credit memo to CLT within seven (7) calendar days of the return.
 - i. QUALITY. Unless the Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or goods provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest-grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new," CLT means that the item has been recently produced and has not been previously sold or used.
3. DESIGN: Design, with close involvement from Airport stakeholders, each requirement set forth in the Specifications ("Assets").
- a. The Company shall develop and submit the design for each of the Assets based on the design criteria outlined by CLT during this phase of the project. Stakeholders for each Asset may vary and thus this process may require separate approvals. CLT will provide direction for the approved design.
 - b. The Company will be responsible for implementing all aspects of final approved design. The Design review will follow a 30/60/90/Final process as further detailed below.
 - c. Preliminary Design Review (Design at 30 percent completion): Be prepared to answer questions on how/why the design was created. Stakeholders will narrow designs to no more than two (2) and will offer constructive feedback to progress the design to the next review stage.

- d. Critical Design Review (Design at 60 percent completion): Further develop the approved concept(s) for each Asset to provide more detail. Stakeholders will provide design direction from this point to finalize the development phase including, where narrowing down to one (1) design, if not already determined.
 - e. Semi-Final Design Review (Design at 90 percent completion): Present complete design, with all aspects for each Asset. Provide accurate up to date information in this deliverable as required for the relevant Asset. This is the final presentation for stakeholder comments. The Company will have the opportunity to make final changes based on the stakeholder comments.
 - f. Final Design Review (Design at 100 percent completion) - no presentation): Submitted for final review to ensure all comments were addressed and design accuracy. The final design should provide the work structure for the developer to build the design based on these documents and the guidelines provided.
4. BUILD: Build the designed and approved templates
- a. Once the designs are approved, the Company will begin the build phase. The Company is to complete the build with CLT staff's close involvement, to allow hands-on training to begin.
 - b. All builds shall be done in the test environment and shall not be moved into the production environment until express written consent has been granted by CLT staff.
 - c. If applicable, it will be the responsibility of the Company to integrate all information feeds required from outside agencies to provide live data formatted as the approved design depicts.
 - d. Design development shall enter a 'bubble support' phase during the build to provide support as required until the build is complete, live and accepted by CLT.
5. TEST: Integrated testing in a simulated CLT environment (CLT's Technology Lab or other area designated by CLT). The Test environment must exist for the term of the Contract.
- a. The Company is to develop a thorough, step-by-step, documented testing procedure with checklist and pass/fail/comments columns, to inspect/test all content, functionality, and interoperability of the Systems, per the developed specifications and design. CLT will review the test procedure and provide feedback for the Company to incorporate as needed. The Company will use this test procedure to perform their own QC/QA testing. Once the Company has satisfied their internal QC/QA documented process, CLT will use the same test procedure to conduct integrated acceptance testing in CLT's Technology

Lab, or other location designated by the Airport, to confirm build accuracy, functionality, and interoperability with required CLT systems.

- b. A punch list will be created as an extension to the test procedure used during CLT acceptance testing and the Company will correct any inaccuracies, contradictions, and issues with functionality and/or interoperability, etc. This test/punch list process will repeat as needed until CLT accepts the Systems build.
- c. ACCEPTANCE TEST PLAN AND PROCEDURES.
 - i. Within the time period and by the completion date set forth in the Project Schedule, the Company shall prepare and provide to CLT comprehensive acceptance test plans and procedures that will clearly and conclusively demonstrate to CLT's satisfaction whether the entire System and each component thereof meets all Specifications and shall comply, to the extent applicable, the requirements set forth in the CI Standards (the "Test Plan and Procedures").
 - ii. The Test Plan and Procedures shall clearly specify and describe all tests, test methods and inspections necessary to clearly and conclusively demonstrate to CLT's satisfaction whether or not the complete System and each component thereof meets and satisfies all Specifications. The acceptance testing shall include peak-load processing and on-line processing, as well as all links, protocols and interfaces. The Test Plan and Procedures shall require the Company to perform the following tests in conjunction with CLT personnel prior to cut-over:
 - 1. Sub-system testing to ensure that collections of modules which have been integrated into sub-systems operate correctly together (including tests sufficient to detect all interface errors);
 - 2. System-wide testing to ensure that the entire System operates correctly as a whole. These tests will validate whether the System as a whole fully complies with the Specifications; and
 - 3. CLT Data Testing to ensure that the System performs in full compliance with the Specifications with data supplied by CLT.
 - iii. The Test Plan and Procedures shall further include detailed descriptions of each test to be conducted, and the minimum acceptable limits and tolerances clearly identified for each test. The Test Plan and Procedures shall identify all tests which shall occur as a condition for the end of this Phase and the beginning of cut-over. Additionally, the Test Plan and Procedures shall specify for each test a written results record form that will be completed by the Company as witnessed and acknowledged by CLT, after each test is completed. The Test Plan and Procedures

shall further include a list of all test equipment, software and facilities that will be required to complete all tests.

- iv. The Test Plan and Procedures shall clearly identify the sequence of all tests and the schedule for conducting all tests to comply with the requirements set forth in this Contract.
 - v. CLT shall have the right to witness and object to each test performed pursuant to the Test Plan and Procedures. The Company shall provide CLT reasonable notice of and opportunity to witness and object to each test performed pursuant to the Test Plan and Procedures. No test shall be deemed to be completed unless CLT receives reasonable notice of such test, and was provided with an opportunity to plainly observe such test.
 - vi. The Test Plan and Procedures shall include a description of tests for system security requirements that will occur, including but not limited to attempted break-ins. The Test Plan and Procedures shall also specify all testing software tools that are planned for use and which party will use such products in the testing.
 - vii. The Company shall conduct all tests included in the Test Plan and Procedures and shall be responsible for providing all test equipment (hardware and software), all test routines, and personnel for setting up and conducting all such tests, unless otherwise agreed to in writing.
 - viii. Neither the Test Plan and Procedures shall be revised without the prior approval of CLT.
- d. SYSTEM ACCEPTANCE BY THE CITY:
- i. System Acceptance shall be deemed to occur only after CLT has given the Company written notice of final acceptance of the System, after successful completion of the trial period, if any, (including the completion of all training and Documentation). Any instance of non-acceptance will be documented and submitted in writing to the Company Project Manager.
 - ii. No warranty period for any of the Products or the System shall begin to run, nor shall the Maintenance Services become effective, until System Acceptance by CLT has occurred.
 - iii. Until System Acceptance, the Company shall continue to provide all required Products, Services, and resources necessary to correct all System Defects deficiencies and problems in a timely, forthright and cooperative manner so as to

comply with the time periods and completion dates set forth in the Project Schedule.

6. DOCUMENT: Document all System configurations, interfaces, processes and procedures.
 - a. The Company shall develop and submit "As-Built" documentation describing the detailed configuration, content, and integration interfaces of the Systems which passed CLT acceptance testing in the previous testing task with all punch list items resolved. This documentation should provide full detail to enable re-building the Systems from scratch.
 - b. The Company shall document complete processes and procedures for operating, maintaining, updating/modifying content, back-ups, fail-over, archiving, upgrading, and interfacing with other systems. This documentation will constitute the Operations & Maintenance (O&M) manual for administration of the Systems.
 - c. The Company shall prepare system administration training documentation in presentation format, including screen-capture video clips of Systems O&M tasks, documented above.
 - d. The above documents and materials shall be submitted for CLT review and approval approximately 30 days prior to training, allowing sufficient time to revise and incorporate CLT feedback.
 - e. Company shall also provide a Train the Trainer guidebook as requested by CLT in collaboration with the Company based on the training outlined below.
 - f. Relevant Documents must be updated as needed and with each update and upgrade to the Systems and relevant integrations.
7. TRAIN: Train key CLT staff to operate and maintain the System.
 - a. The Company will provide thorough training courses for all required CLT personnel, tailored to the various user types. Stakeholders and corresponding training requirements will be established and documented early on in the Plan Phase. Training shall be in sufficient scope and depth to ensure that all personnel who complete the program shall be fully qualified and capable to operate the relevant Systems as installed. The Company shall provide training, operation and "hands-on" practical familiarization necessary to ensure effective equipment operational use. Trained personnel shall be competent in all the functions of the System.
 - b. Examples of training that may be required include (but not limited to): software installation, database connectivity, maintenance of software, content database, integrated systems interfaces and hardware, software/interface updates, adding system

interfaces, software recovery, content creation, content update, content replacement, content library and assets management, train the trainer, etc.

- c. As described in the Document Phase above, the Company shall provide training materials and O&M user manual for use by the trainees during and after completion of the training courses. The training manuals shall provide step by step instructions on the maintenance procedures necessary to replace failed equipment as well as necessary steps to deploy a message and a troubleshooting guide. The use of training aids, hardware/equipment and other materials are encouraged along with physical handouts of training materials for System use. Simulate all scenarios during the training that may cause an operator any confusion.
 - d. The timing of training should be such that when it is offered, those being trained can immediately apply their training on the operational system. Hence, training is to be scheduled in support of system functions that are already up and running. System administration training may be offered as soon as the system is operation in the test environment, but user training would be offered after the system is operational in the terminals. All training must take place in the test environment.
8. DEPLOY: Deploy the operational integrated Systems across CLT facilities in a non-disruptive, seamless phased transition.
- a. Once integrated acceptance testing has been completed with all punch-list items satisfied, careful phased and coordinated deployment will commence across CLT facilities. Company must provide CLT a detailed Change-Over plan to ensure minimal customer impact and operational disruption.
 - b. Once the production hardware has been installed, it is the Company's responsibility to push content to the players upon receipt of notice to "Go Live" from CLT. It will be the Company's responsibility to ensure all displays are active and showing the correct content.
 - c. Upon completion of all punch-list Items Company shall deploy the website and mobile application build in the production environment.
 - d. CONVERSION PLAN: The following shall apply to System where replacing a different existing system or Product:
 - i. Within the time period and by the completion dates set forth in the Project Schedule, the Company shall prepare and submit to CLT for approval, a conversion plan for converting all data necessary to transfer all operations from the old system to the new System ("Conversion Plan").

- ii. The Conversion Plan shall clearly identify in detail all steps, tasks, activities, events, milestones and resources necessary for the Company to convert data to the System in a manner so that the System will operate in full compliance with the Specifications. The Company will be responsible for all data conversion activities set forth in the Specifications or as agreed to in the Plan Phase.
 - e. CUT-OVER PLAN: The following shall apply to System where replacing a different existing system or Product:
 - i. Within the time period and by the completion dates set forth in the Project Schedule, the Company shall prepare and submit to CLT for approval a cut-over plan the ("Cut-Over Plan")
 - ii. The Cut-Over Plan shall clearly identify in detail all steps, tasks, activities, events, milestones and resources necessary for the Company and CLT, to cut over to the System in a manner so that it fully complies with the Specifications. The Cut-Over Plan shall ensure a smooth and efficient transition from CLT's current systems to the System with minimum disruption to current operations. The Cut-Over Plan will identify those operations which cannot be interrupted by implementation and provide a methodology to ensure continual delivery of service. The Company will work with CLT to ensure that at the time of cut-over, the System is functioning with equivalent or better performance to the configuration currently used by CLT or the City.
9. SUSTAIN: Provide System maintenance and support.
- a. Once the Systems and any integrations are operational in CLT facilities the Company will enter an O&M support period. This will cover any and all software, hardware, systems, integrations and other relevant issues that arise for the term of the Contract.
 - b. Remote (VNC or Phone) support shall be available twenty-four hours a day, seven days a week. On-site support shall be negotiated with the Company as applicable, CLT's general expectations are set forth in the Specifications and **Exhibit E**.
 - c. All updates and integrations maintenance will be the responsibility of the Company.
 - d. Company shall be responsible for managing software support as needed. Third Party Software should not be provided that do not offer the required support availability as set forth in **Exhibit E**.
 - e. Company will be responsible for maintenance and support of the hardware which may include cleaning, responding to outages and replacement of the equipment as needed

(replacement equipment not under warranty will be reimbursed by the City unless otherwise stated in the Specifications).

- f. The Company shall maintain and support the test environment, development environment and the production environment for the term of the Contract. The production environment shall never be more than one version behind the test environment. New versions must be fully tested in the test environment prior to implementation in the production environment.

10. Other Requirements

- a. The Company shall provide CLT with access to whitepapers, technical information and content for all software provided.
- b. The Company must have an internal QC/QA process for System development and build. A copy of the Company's QC/QA process should be provided during the Plan Phase. It should distinguish between QC and independent QA processes and procedures. CLT reserves the right to bring in a third party to conduct QC/QA or complete it internally, at CLT's discretion.

EXHIBIT F – WARRANTY, LICENSE AND MAINTENANCE SERVICES

[Insert the following for on-prem services]

Warranty

The Company shall provide the following warranty for the System:

1. For a period of twelve (12) months after System Acceptance (the “Warranty Period”), the System will fully comply with the Specifications, and all federal, state and local laws, regulations, codes and guidelines that apply to it (including any changes to such laws, etc.) at no additional cost to CLT.
2. All Products and Services delivered after System Acceptance shall fully conform to the Specifications for a period of one year after acceptance of such Product or Service by CLT.
3. During the Maintenance Services, the System will fully comply with the Specifications and all federal, state and local laws, regulations, codes and guidelines that apply to it (including changes to such laws, etc.).
4. During the Warranty Period and at all times during the Maintenance Services, the Company will correct all Defects
5. All Hardware supplied under these Specifications shall be covered by the manufacturer’s normal written guarantee and/or warranty (minimum of one year) against defects in materials, workmanship and performance.
6. Company shall provide:
 - a. Two copies of the manufacturer’s written warranty shall be supplied with the equipment.
 - b. It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.
 - c. Warranty repairs shall be performed by the contractor at the customer’s site on request.
 - d. The equipment warranty will become effective on the date of installation of the equipment by the Airport, but shall not exceed 24 months after receipt by the Airport.
 - e. Provide full description of Company’s RMA process for warranty repair work.

License

For purposes of the License only, the term "Software" shall not be deemed to include Customizations or Integrations, given that the Customizations and Integrations are owned by CLT and require no license.

1. GRANT OF LICENSE. Subject to the restrictions set forth below, the Company grants to CLT a perpetual, nonexclusive, irrevocable, nontransferable, royalty-free license to:
 - a. Use the Software and the Documentation for all purposes set forth or referenced in the Contract or the RFP or the Company's Proposal, including but not limited to: (a) the operation and use of the System, (b) internal training and testing, (c) development, (d) disaster recovery, backup, archive and restore testing and implementation purposes and (e) any other purpose related to the above; and
 - b. Allow direct and remote access to the Software and Documentation by the number of users set forth in **Exhibit A** and any other entity to which CLT provides services through use of the System or other person or entity to which CLT needs to allow access in order to provide services to any of the above through the System;
 - c. Modify, improve, enhance, update, integrate and make derivative works of the Software and the Documentation on its own or through a third party; and
 - d. Make as many copies of the Documentation as it desires in support of its authorized use of the Software, provided that said copies shall include the Company's or the third-party owner's copyright and other proprietary notices (as the case may be).
2. RESTRICTIONS ON USE. CLT shall not use, copy, disclose or distribute the Software except as permitted by this License.
3. THIRD PARTY ACCESS. CLT may: (a) allow access to the Software and Documentation by third party contractors, if the third party contractors are to modify, improve, enhance, update, integrate and make derivative works of the Software and the Documentation CLT will notify the Company. It is understood by CLT that if a third party, excluding the Company, substantially modifies the software, then the original developer cannot guarantee performance, uptime (SLA), and may or may not be able to push updates to the modified application from the original platform and (b) make and provide a copy of the Software and Documentation to third parties to whom CLT has outsourced relevant functions.
4. SOURCE CODE. Company shall cause the Source Code for all Customizations (and updates and enhancements thereof) to be delivered to CLT within ten days after delivery of the Customization. Company shall cause the Source Code for all Company Software (including Configurations, updates and enhancements) to be delivered to a mutually agreed upon source code escrow agent or other mutually agreed upon retention mechanism. CLT shall be given the Source Code where the Company is in breach of the Contract and unable to cure, files for bankruptcy or takes some other action that would prevent CLT from having access to the personnel or services necessary to keep utilizing the System for the intended purpose.

5. **ENHANCEMENTS AND UPDATES.** Company shall provide enhancements and updates to CLT for so long as the Maintenance Services are in effect. Upon delivery to CLT, such Enhancements and Updates of the Company Software and Third Party Software shall be deemed incorporated into and made part of the Company Software or the Third Party Software (as the case may be).
6. **SOFTWARE LICENSE FOR EMBEDDED SOFTWARE.** The Company grants to CLT the right to use all software which is embedded in or included with the Hardware ("Embedded Software") to the full extent necessary for CLT to use the Hardware in the manner set forth in this Contract. CLT agrees to be bound by the terms and limitations of any licenses for Embedded Software which have been: (i) provided to CLT in writing preceding delivery of such Hardware; and (ii) accepted by CLT in writing. Notwithstanding the foregoing, in no event shall any terms or conditions of such licenses restrict CLT from using the Hardware in the manner contemplated by this Contract, nor shall such terms or conditions in any way modify CLT's rights under the License. License keys for all Embedded Software shall be provided to CLT.
7. **TRANSFER OF WARRANTIES.** Without limiting the Company's obligations to provide warranty Services or the Maintenance Services, the Company hereby assigns and transfers to CLT all of the Company's warranties from the Company's suppliers covering the Hardware, the Embedded Software and Third Party Software. The Company will provide copies of such warranties to CLT with delivery of the applicable Hardware or Software. While the Company shall be entitled to make arrangements to have such warranty work performed by the supplier, nothing herein shall relieve the Company of its obligation to correct Defects in the Hardware or the Software or to meet the time deadlines provided in this Contract for the correction of such Defects.
8. **REPLACEMENT EQUIPMENT.** The Company shall execute all documents necessary to evidence CLT's title to the Hardware, including Hardware replaced pursuant to warranty provisions or pursuant to the Maintenance and Support Contract.
9. **DELIVERY.** Company shall cause the Software to be delivered, configured and integrated at the times set forth in the Project Schedule and the Project Plan, as applicable.

Maintenance Services

1. **GENERAL DESCRIPTION OF COMPANY RESPONSIBILITIES.** Beginning on the date of System Acceptance and continuing throughout the term of this Contract (and any renewal period thereof), the Company shall provide to CLT the services specified in the following provisions of this Contract (all of which are collectively referred to in this Contract as the "Maintenance Services").
2. **COMPANY TO PROVIDE ALL HARDWARE AND SOFTWARE.** The Company shall provide all Hardware, Software, labor, equipment and materials required by CLT in order for the system

to perform in accordance with the Specifications except for those items that are specifically listed as CLT's responsibility.

3. PREVENTION AND CORRECTION OF DEFECTS.

- a. SYSTEM. The Company shall respond to and correct all Defects in the System within the time frames set forth below. The Company shall further take all actions reasonably necessary to prevent Defects, and to cause the System to reliably and consistently operate in conformance with the Specifications.
 - b. SOFTWARE. Without limiting any of its other obligations under this Contract, the Company shall correct Defects in the Software within the time frames set forth below, and take such actions as are necessary to ensure that the Software fully conforms to the Specifications. The Company's obligations hereunder extend to Third Party Software Configurations and Customizations, as well as other Software (including Upgrades and New Versions to Third Party Software, Configurations and Customizations).
 - c. HARDWARE. Without limiting any of its other obligations under this Contract, the Company will correct Defects in the Hardware provided by the Company within the time frames set forth below, and maintain all Hardware in a manner so that: (i) the manufacturer warranty shall remain in full force and effect; (ii) such Hardware shall be qualified for coverage under the manufacturer's maintenance program, if available; and (iii) so as to ensure that the Hardware operates in conformity with the Specifications. During the term of this Contract, the Company shall be responsible for correcting all Defects in the Hardware (whether covered by manufacturer warranty or not). The Company shall supply all parts and labor required to perform its obligations under this Subsection at no charge beyond the Maintenance Fee.
4. HIGHEST INDUSTRY STANDARDS. All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards for professional quality and workmanship and shall be performed by qualified staff using quality products and materials.
5. SOFTWARE NEW RELEASES AND NEW VERSIONS. The Company shall provide to the City all New Releases and all New Versions to all Software (including Third Party Software) as soon as reasonably possible following their commercial release at no charge beyond the Maintenance Fee. The New Versions and New Releases provided by the Company to CLT will incorporate Customizations and Configuration at no charge beyond the Maintenance Fee. If requested by CLT, the Company shall install New Releases and New Versions at no charge beyond the Maintenance Fee. All New Releases and New Versions provided to CLT under

this Contract will become part of the Software, and will be maintained by the Company under the terms of this Contract.

The Company will test and certify all New Releases and New Versions before providing them to CLT.

Throughout the duration of the Maintenance Services, the Company will provide compatibility in New Versions of the Company's Software with the Products that comprise CLT's System.

6. **HARDWARE NEW RELEASES AND NEW VERSIONS.** The Company will provide and install at no charge beyond the Maintenance Fee all New Releases and New Versions to Hardware (including Configurations and engineering changes) which are: (a) necessary to correct Defects or enable the System or any component to function at an optimum level; or (b) required by the manufacturer. This includes mandatory engineering change orders (ECOs).
7. **NEW TECHNOLOGY.** The parties recognize that technology may change during the term of this Contract. Accordingly, the parties agree as follows:
 - a. The Company shall provide CLT with prompt written notice of all enhancements and modifications to the Products or services that become available during the term of this agreement and including New Versions or New Releases (the "New Technology").
 - b. Unless specified in writing by CLT in a specific instance, all Products provided by the Company will be the latest, most recent version available as of the time of installation. The Company will schedule installation of all Products as late in the process as is reasonably practicable to meet the Project Plan deadlines. Unless specified in writing by CLT in a specific instance, the Company will continually update the Software after installation at no additional cost and it shall be a condition of System Acceptance that all Software be the latest, most current version available as of the date of System Acceptance.
 - c. If the Company causes a delay in the Implementation of six months or more, it shall be a condition of System Acceptance (at CLT's option) that the Hardware is the latest, most recent version available as of six months prior to the date of System Acceptance.
 - d. Notwithstanding anything contained in this Contract to the contrary, CLT shall have the option to reject proposed New Technology and to accept less than the most current version of the Products by providing written notice to the Company.

- e. The Company shall make the New Technology available to CLT at no additional cost if required by this Contract, or if New Technology is generally commercially available to the Company's customers at no additional cost. Notwithstanding the foregoing, there shall be no additional charges for providing the most recent version of the Hardware as required above.
 - f. The Company shall provide additional details and estimated prices to CLT at the request of CLT, if CLT wants to consider further the possible addition of the New Technology.
 - g. Notwithstanding anything contained herein to the contrary, neither the acceptance of proposed New Technology by CLT nor the amendment of this Contract to incorporate New Technology shall relieve the Company from its obligations under this Contract to satisfy the Specifications.
8. PATCHES. Company shall provide to CLT all necessary patches as no additional costs. Patches shall be provided to CLT within five (5) Business Days of release. If the Company does not receive acknowledgement of receipt from CLT within five (5) Business Days of sending the Patch, the Company shall contact CLT's Project Manager to ensure prompt receipt by CLT.
9. COMPLIANCE WITH LAWS AND STANDARDS. The Company will promptly develop and provide at no charge beyond the Maintenance Fee all changes and additions to the Software and the Hardware that are required to achieve compliance with local, state or federal laws, regulations, codes and guidelines (including all changes to such laws, regulations, codes and guidelines). Further, the company shall comply with and make modifications to the System at no additional charge where required by a CLT standard, rule or regulation.
10. TRAINING AND DOCUMENTATION FOR NEW RELEASES and NEW VERSIONS. The Company will provide at no charge beyond the Maintenance Fee all training and Documentation that is necessary for CLT to fully utilize all New Releases and New Versions.
11. REPORTING OF DEFECTS. The Company shall serve as a single source to address all Defects in the System. Notwithstanding the notice provisions contained in this Contract, CLT shall be entitled to report Defects to the Company by telephone, E-mail, or other means, provided that all Defects which require immediate attention shall first be reported by telephone. Notice of Defects need not be in writing and shall be deemed effective when first received by the Company. CLT shall not be required to follow up in-person, telephone, E-mail or telefax notices of Defects with a hard copy by mail or other means.

[Note: For business critical system, check to see if business hours need to be expanded]

12. TELEPHONE SUPPORT. The Company shall provide toll free "single point of call" telephone support to CLT with respect to the use of the Products and the correction of Defects. Such support will be available from Monday through Friday 7:00 a.m. until 6:00 p.m. Eastern Time ("Regular Business Hours"). During Regular Business Hours, the Company will provide sufficient, qualified help desk personnel to ensure that CLT problems are addressed immediately. Nothing in the foregoing limits the Company's obligation to respond based on the Service Level Agreement ("SLA") Table below.

13. REMOTE SUPPORT. The Company shall provide remote diagnostic and repair service to CLT with respect to the use of the Products and the correction of Defects, ("Remote Services"). The Company will make Remote Services available to CLT as required in the SLA Table below. The Company shall comply with the security measures set forth on in this Exhibit regarding remote access, and any other security measures provided by CLT in writing from time to time regarding access to the System.

The Remote Services to be provided by the Company include but are not limited to the following:

- a. Software diagnostics;
- b. Database diagnostics;
- c. CPU monitoring and diagnostics;
- d. Memory usage and performance monitoring;
- e. Operating system parameters analysis and diagnostics;
- f. Remote downloading of software (fixes and features releases); and
- g. Immediate response to calls.

14. ON-SITE SERVICES. Company shall provide on-site maintenance and support to the extent necessary to correct any Defect in the Products, or the System, or to carry out any of the Company's other obligations under this Contract. There shall be no charge for such on-site services, other than the Maintenance Fees provided in this Contract.

15. CHANGE CONTROL PROCEDURES. In performing remote support and other Maintenance Services, the Company will comply with the change control procedures established by CLT from time to time, provided that CLT shall give the Company notice of such procedures.

16. ACCESS TO FACILITIES AND PERSONNEL. In the event Company provides on-site support, CLT shall provide the Company with reasonable access, without charge, to CLT's facilities,

appropriate personnel, and any other information reasonably requested by Company so as to enable Company to provide Services, provided that CLT can do so at no significant cost to CLT.

17. SEVERITY LEVELS, RESPONSE TIMES AND RESOLUTION TIMES. The Company will comply with the response time and resolution time and procedures set forth in the SLA table below for each of the priority levels of problems described below. CLT shall assign an initial priority level for each problem reported, either verbally or in writing, based on the conditions described below. The Company will work with CLT to upgrade or reduce the level of a particular problem to a different priority level, if after examining the problem there is reason to do so. Notwithstanding the foregoing, the Company shall not upgrade or reduce the level of priority of a particular error to a different priority without CLT's consent, which consent may not be unreasonably withheld.

Priority One Critical	Priority One applies if the problem could: <ul style="list-style-type: none"> • Include a major failure that impacts revenue collection, severely impacts the customer experience, and/or has a significant impact on CLT's ability to conduct business; • Result in conditions when a lane, System device or group of devices becomes unusable due to malfunction, failure or damage. • Cause loss of data or data corruption, OR • Jeopardize safety or security
Response Time	<ul style="list-style-type: none"> • Fifteen (15) minutes with progress updates provided hourly. • If on-site repair is required, the Company will be on-site within an hour after initial notification.
Resolution Time	Interim solution within 4 hours and a final resolution provided as soon as reasonably possible but a detailed resolution plan and timeline must be provided to CLT within twelve (12) hours.
Non-Compliance Penalties	For non-compliance with the required response times, the following fees apply: Response time - \$1,000 one-time penalty Update Frequency - \$500 per missed occurrence Interim Solution - \$1,000 per each 4-hour period that passes with out an interim solution provided Resolution Plan and Timeline - \$1,000 for each 12 hour plan that passes without the Resolution Plan and Timeline being provided to CLT. Final Resolution – Ten percent (10%) of the annual Maintenance Fees paid or payable by CLT.

Priority Two	<p>Priority Two applies if the problem could:</p> <ul style="list-style-type: none"> • Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, and no Workaround is available, OR • Adversely affect technical or cost risks to the life cycle support of the System, and no Workaround is available. <p>Priority Two problems include aborts, but not loss of data or data corruption.</p>
Response Time	<ul style="list-style-type: none"> • One hour with updates provided daily. • If on-site repair is required, the Company will be on-site within two hours after initial notification.
Resolution Time	Within 48 hours after the problem is first reported to CLT.
Non-Compliance Penalties	<p>For non-compliance with the required response times, the following fees apply:</p> <p>Response time - \$750 one time penalty</p> <p>Update Frequency - \$500 per missed occurrence</p> <p>Resolution – \$750</p>

Priority Three	Minor system failure that does not impact revenue collection has no impact on the customer experience but impacts on the City's ability to conduct business or failure to comply with reporting requirements.
Response Time	<ul style="list-style-type: none"> • Within eight hours of notification with updates daily
Resolution Time	For minor system failure final resolution within thirty days or next software release. For failure to meet reporting requirements, final resolution within one week.
Non-Compliance Penalties	<p>For non-compliance with the required response times, the following fees apply:</p> <p>Response time - \$500 one time penalty</p> <p>Update Frequency - \$200 per missed occurrence</p> <p>Final Resolution – \$500 followed by a breach of contract claim</p>

Factors beyond the control of the Company, such as unexpected delays in parts, accidents, severe weather and unusual traffic shall be thoroughly documented in the maintenance log and reported to CLT the next business day. CLT may grant relief for the service hour requirement after reviewing these factors.

18. DISASTER RECOVERY. In the event of a disaster, Company shall provide any and all necessary services to CLT and/or a disaster recovery services vendor at the location of the disaster

recovery efforts to ensure the availability of the System. Upon the occurrence of a disaster, the Company shall assist the City in performing disaster recovery activities to restore the System to operational service. Such service shall be provided at the hourly rates set forth in **Exhibit A** or where no hourly rates are listed, at then going hourly rates for the Company for their relevant employees.

19. **SERVICE LOGS.** Company will keep detailed records of telephone calls, Remote Services, on-site visits and other information necessary to readily identify the date a problem is reported, a summary of procedures followed by the Company to correct the problem and any follow up calls relating to such problem. Each month, the Company will send CLT a report containing such information.
20. **TECHNICAL RECORDS.** The Company shall produce and maintain during the term of the Contract and for a period of five (5) years thereafter detailed technical records with respect to all Maintenance Services performed under the Contract, including but not limited to engineering notebooks, development commentary, flow charts, logic diagrams and other materials related to the System (the "Technical Records"). The Company shall provide CLT with copies of the Technical Records as requested in writing from time to time by CLT.
21. **PREVENTIVE MAINTENANCE.** The Company shall take all reasonable actions necessary to prevent Defects, to ensure compliance with any warranty maintenance requirements and to cause the System to reliably and consistently operate in conformance with the Specifications.
22. **CONFIGURATION PLAN.** Where the Company is required to configure any Software or Hardware under this Contract, the Company shall prepare, and submit to CLT for approval a configuration plan in a format compatible with the CLT's software within a timeframe mutually agreed upon by the Parties. The Configuration Plan will include the following:
 - a. Diagrams, including both system level and components; and
 - b. A System overview (written documentation to document Diagrams)

The Configuration Plan shall clearly identify all the Hardware it applies to, as well as the respective Software for each piece of Hardware. The Configuration Plan will provide system administrators and other City personnel with a clear understanding of the overall System Hardware/Software configuration.

23. **CITY'S RIGHT TO RANDOM AND PERIODIC VALIDATION.** Throughout the life of the System, the City shall have the right to, on its own or through any auditor or agent, randomly and periodically perform such tests, verifications or technical validations which the City deems necessary to determine whether the System or the Products are in conformance with the Specifications, or to verify the results of any test(s) performed by the Company or its agents.

24. ASSURANCE OF CONTINUED MAINTENANCE AND SUPPORT. Without limiting any of the Company's other obligations under this Contract, the Company shall support the immediately preceding version of a Current Release of the Software for at least twenty four (24) months following issuance of such Current Release of the Software, provided that if a Current Release requires CLT to incur significant integration costs or significant costs in replacing hardware or software (including operating system software), then the Company shall support the immediately preceding version for at least forty-eight (48) months following issuance of the Current Release.
25. SECURITY MEASURES FOR REMOTE ACCESS. The Company will not allow any person or entity to have remote access to the System other than those individuals whom CLT has consented in writing to allow access to ("Authorized Personnel"). The Company shall take appropriate steps to insure that all Authorized Personnel who have access to the System shall use such access only for the purpose of correcting Defects in the System or providing New Releases or New Versions to the System. The Company shall take appropriate steps to ensure that all Authorized Personnel comply with this restriction, including but not limited to having such persons execute a written agreement to that effect.

The Company will take such steps as are necessary to ensure that only Authorized Personnel have access to the System.

CLT staff will configure and maintain such "firewalls" as are reasonably necessary to ensure that access to the System is restricted in accordance with this Contract.

[City of Charlotte Cloud Technology Requirements – use this instead of above if the services are solely cloud based. If offering both include above and below and the following Language: For all on prem services provided by the Company the above terms will apply and for all cloud based services provided by the Company the below terms will apply]

26. CLOUD SERVICES. This Contract sets forth the terms and conditions under which Company agrees to provide the Cloud Services. Company will complete the following tasks as part of day-to-day management of these Cloud Services on all environments (dev, test, prod, etc.). For all Cloud Services the Company will be responsible for any third-party support required.

a. OPERATIONS.

- i. Company will be fully responsible for all infrastructure and Software implementation and maintenance. CLT's responsibilities will be limited to end-user administration of the Cloud Services.
- ii. Company will facilitate the deployment of and manage a dedicated circuit, with redundancy, from Company's hosting facilities to the CLT's data center, as identified in CLT's sole discretion.

- iii. Company will provide a Cloud Services configuration that provides average CLT on site response time of 1 second to any end user inquiry or submission. Maximum response time to any end user inquiry or submission will be 5 seconds. Extended deviations from these performance targets will be treated as priority two or priority one incidents according to language established in the Service Level Agreement section.
- iv. Communications between Company and any other hosted vendor services will be routed through the City's network rather than directly connecting from vendor to vendor. CLT is responsible for network integrations to all third-party products not expressly covered under the Specifications.

b. BACKUP AND RECOVERY.

- i. As a part of the Cloud Services, Company is responsible for maintaining a backup of Contract Data, for an orderly and timely recovery of such data in the event that the Cloud Services may be interrupted.
- ii. Company shall maintain a contemporaneous backup of Contract Data that can be recovered within 2 hours at any point in time.
- iii. Backup strategy shall ensure that CLT will not have data loss in the event of a required recovery or failover to the disaster recovery installation.
- iv. Additionally, Company shall store a backup of Contract Data in a remote facility (physically separate from the production facility) no less than daily, maintaining the security of Contract Data, the security requirements of which are further described herein.

c. MAINTENANCE AND UPGRADES.

- i. SCOPE. Company maintenance and upgrade responsibilities include all Company-delivered customizations, modifications, integrations, and configurations.
- ii. SCHEDULED MAINTENANCE. Company will conduct regular maintenance and upgrades only during scheduled times. The agreed upon scheduled time for maintenance and upgrades is to be negotiated (the "Scheduled Maintenance Window"). Company must receive authorization from CLT before performing any scheduled maintenance.

- iii. UNSCHEDULED MAINTENANCE. In the event that Company determines that any unscheduled maintenance is necessary, Company must contact CLT to get authorization before performing the unscheduled maintenance.
- iv. RELEASE UPGRADES. Unless CLT directs otherwise in writing, Company will upgrade to New Releases within 1 year of release. Company will closely coordinate these upgrades with CLT including scheduled time and expected duration. Maintenance activities will be completed within the Scheduled Maintenance Window defined above.

27. LICENSE GRANT.

- d. The Company grants CLT a royalty free, non-exclusive, perpetual license to use and access the Software through the Cloud Services. [Note: the license will not be perpetual if a SAAS solution; the license would continue for only so long as CLT purchases subscription services]
- e. Pursuant to this license, CLT may:
 - i. Use the Software and the Documentation for all purposes set forth or referenced in this Contract or the RFP or the Company's Proposal, including but not limited to: (a) the operation and use of the System, (b) internal training and testing, (c) development, (d) disaster recovery, backup, archive and restore testing and implementation purposes and (e) any other purpose related to the above;
 - ii. Allow direct and remote access to the Software and Documentation by an unlimited number of users of: (a) the City; (b) any other entity under contract with CLT which needs access to the System in order to accomplish its contractual obligations; and (c) any other person or entity to which CLT needs to allow access; and
 - iii. Integrate the Software and the Documentation using its own resources or through a third party.
- f. RESTRICTIONS ON USE. CLT shall not use, copy, disclose or distribute the Software except as permitted by this License.

28. DELIVERY, TESTING AND ACCEPTANCE. [Note remove section for SAAS contracts]

- g. DELIVERY. The Company shall cause the Software to be delivered, configured and integrated at the times set forth in the Contract or as otherwise agreed to in

writing by CLT. Any breach by the Company under the Contract shall constitute a breach of this License.

- h. ACCEPTANCE. The Software shall not be deemed to have been accepted by CLT until System Acceptance has occurred.
 - i. Any configurations or integrations created by Company shall become part of the Software. Licensing of the Software shall remain subject to the terms of the Contract and any software license that may be included in the Contract at all times, provided that such license terms shall not restrict CLT's ability to use the Cloud Services as provided in this Exhibit.
 - j. As these Cloud Services are hosted by the Company, licensing of the Software to CLT includes licensing and maintenance for any and all necessary components required for the Company to provide the Cloud Services (hardware, Platform Software, etc.)
 - k. CLT may, at its sole option, cancel the Cloud Services and bring the Software on premise or CLT may hire a third party to host the Software at no penalty to CLT.
29. LICENSE FROM THE CITY. The City grants Company the non-exclusive, non-transferable, license to copy, store, record, transmit, maintain, display, view, print or otherwise use Contract Data solely to the extent necessary to provide the Cloud Services to the City.
30. MODIFICATION TO OR DISCONTINUATION OF SERVICES. CLT acknowledges that the Company may periodically, with written authorization from CLT, need to modify, temporarily or permanently, the Cloud Services (or any part thereof). In the event that Company modifies the Cloud Services in a manner that removes or disables a feature or functionality on which CLT materially relies, the Company, at CLT's request, shall use commercially reasonable efforts to substantially restore such functionality to CLT.

Without limiting any other rights CLT has to terminate the Contract, in the event that Company is unable to substantially restore such functionality, CLT shall have the right, at its option, to either (i) terminate the Cloud Services and receive a pro-rata refund of the fees paid for use of the Cloud Services which was paid for by CLT, but not yet furnished by Company as of the date of such termination, or (ii) terminate the Cloud Services as provided in the preceding subpart (i) and terminate the Contract as elsewhere provided in the Contract. CLT also acknowledges that Company reserves the right to discontinue offering the Work. However, because moving to another solution may be a substantial effort for CLT, the Company agrees to give CLT as much written notice as possible, but not less than 180 days, before discontinuing the Work.

31. SERVICE LEVEL AGREEMENT.

- I. AVAILABILITY. Outside of Scheduled Maintenance, the Company guarantees 99.9% or greater uptime. Availability will be calculated per month, as follows:
$$\frac{(\text{Service Time} - \text{Non-excluded Downtime} - \text{Excluded Downtime})}{(\text{Service Time} - \text{Excluded Downtime})} * 100$$
 - i. "Service Time" is the total minutes for a given calendar month.
 - ii. "Excluded Downtime" is all unavailability caused by (1) scheduled or mutually agreed upon downtime; (2) downtime on non-production systems; (3) failure of CLT's Internet access or CLT-managed connectivity components; or (4) equipment or software managed by CLT.
 - iii. "Non-excluded Downtime" is all downtime that is not Excluded Downtime.

32. OTHER SERVICE LEVEL DEFINITIONS.

- m. "Resolution" means the problem was completely repaired and that no further actions are necessary.
- n. "Workaround" means a temporary repair established to allow CLT to continue use of the Cloud Services, until a permanent Resolution can be implemented.

33. SERVICE LEVEL REPORTS. Company will provide monthly Service Level Reports, which will include performance and availability statistics. Company will perform the performance and availability calculations but will provide the source data to CLT on request, in the event that CLT would like to validate the results.

34. SERVICE LEVELS REVIEWS. Company and CLT will meet as often as shall be reasonably requested by CLT, but no more than monthly, to review the performance of the Company as it relates to the Service Levels further described below.

- o. Company will monitor all aspects of Cloud Services availability and will notify CLT of any outage within 30 minutes of discovery via telephone and email for any Priority 1 outage, and by email for any Priority 2 or below outage.
- p. CLT shall assign an initial priority level for each problem reported, either verbally or in writing, based on the conditions described below. The Company will work with CLT to upgrade or downgrade the level of a particular problem to a different priority level, if after examining the problem there is reason to do so. Notwithstanding the foregoing, the Company shall not upgrade or reduce the

level of priority of a particular error to a different priority without CLT's consent, which consent may not be unreasonably withheld or delayed.

35. REMEDIES FOR FAILURE TO MEET RESOLUTION AND WORKAROUND TIMES. CLT shall be entitled to invoke the following remedies for the Company's failure to meet the Workaround times or Resolution times stated below. Such amounts shall be in the form of a refund for amounts paid, or, at the Company's option, service credit for amounts payable during the year in question, provided that if there are no amounts payable during the year in question, the Company shall provide CLT with a refund of amounts paid for such year. Workarounds and resolutions must be agreed to by CLT to be considered valid. The requirements set forth in the following chart apply to Wi-Fi Services in the production environment, and not to testing or development environments.

Priority One: Critical	Priority One applies if the problem results in: <ul style="list-style-type: none"> • Wi-Fi Service down with no workaround or performance degraded to an extent that the performance standards set forth in the Contract (measured end-to-end) are not met for more than 15 minutes and multiple users are impacted, OR • Loss of data or data corruption, OR • Jeopardized safety or security.
Service Level	<ul style="list-style-type: none"> • Immediate email escalation to Technical Support, followed by warm handoff • Workaround Time: 1 Hour with Resolution Time: 8 Hours • Target Updates: Every 30 minutes until Resolution
Service Level Credit	<ul style="list-style-type: none"> • Six percent (6%) of the annual Wi-Fi Services Fees paid or payable by CLT for each instance where the Company fails to address a Priority One problem within the Resolution and Workaround times specified above. • For each twenty-four-hour period that a Priority One Defect continues beyond the Resolution or Workaround times stated above, an additional six percent (6%) of the annual Wi-Fi Services Fees paid or payable by CLT.
Termination Trigger	Without limiting any other rights, CLT has to terminate the Contract, CLT may exercise the right to terminate this Contract immediately for default upon written notice to the Company in the event that a Priority One problem continues in duration without either a Resolution or Workaround for more than 24 hours after it is first reported by CLT.

Priority Two: High	Priority Two applies if the problem results in:
---------------------------	---

	<ul style="list-style-type: none"> Production Service is severely impaired making use of the Service difficult, complicated, cumbersome, or slow and multiple users or records are impacted, OR The Service is at risk because of a known vulnerability.
Service Level	<ul style="list-style-type: none"> Immediate email escalation to Technical Support, followed by warm handoff Workaround time: 2 Hours with Resolution Time: 24 Hours Target Updates: Every hour until Resolution
Service Level Credit	<ul style="list-style-type: none"> Six percent (6%) of the annual Wi-Fi Services Fees paid or payable by CLT for each instance where the Company fails to address a Priority Two problem within the Resolution and Workaround times specified above. For each forty-eight hour period that a Priority Two Defect continues beyond the Resolution or Workaround times stated above, an additional six percent (6%) of the annual Wi-Fi Services Fees paid or payable by CLT.
Termination Trigger	Without limiting any other rights, CLT has to terminate the Contract, CLT may exercise the right to terminate this Contract immediately for default upon written notice to the Company in the event that a Priority Two problem continues in duration without either a Resolution or Workaround for more than 36 hours after it is first reported by CLT.

Priority Three: Medium	<p>Priority Three applies if the problem results in:</p> <ul style="list-style-type: none"> Small maintenance issues, non-critical bug fix with workaround, no immediate impact, single user or record impact.
Service Level	<ul style="list-style-type: none"> Notification upon awareness of the incident. Begin resolution within 4 hours. Workaround time 8 Hours with Resolution Time: 96 Hours or Planned Release Target Updates: Every 24 hours until Resolution

Priority Four: Low	<p>Any problem related to the Service which does not fall within Priority One, Two, or Three and results in:</p> <ul style="list-style-type: none"> Enhancement Requests Cosmetic Changes
Service Level	<ul style="list-style-type: none"> Notification upon awareness of the incident. Begin resolution within 1 Business Day. Workaround time: 5 Business Days with Resolution Time: 5 Business Days or Planned Release Target Updates: Every 10 Business Days until Resolution

EXHIBIT G – FORM 5 AND LETTERS OF INTENT
