REQUEST FOR PROPOSALS
AIRPORT LEASE MANAGEMENT SYSTEM

Date: June 16, 2023   RFP Number: RFP AVIA 23-57

Subject: Request for Proposals for the following services:

AIRPORT LEASE MANAGEMENT SYSTEM

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 must be submitted via the e-Builder portal no later than **2:00 PM Eastern Stand Time (EST) per CLT's clock** on **Friday, July 14, 2023**.

CLT is not hosting a pre-proposal conference for this RFP.

Any 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-Builder e-bidding portal.

Questions and requests for clarification must be submitted in writing and directed to Danielle DiSanti through the Q&A Board in the eBuilder Bid Portal. 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 danielle.disanti@cltairport.com.

Thank you in advance for your interest in doing business with the Charlotte Douglas International Airport. We look forward to your participation!

eBuilder "Invitation Key": https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=840866c2-1f79-464c-963f-4d5b94f7215e&bidpackageid=b2fc327a-099a-48ec-b299-26f4cf691466

Proposals Due: Friday, July 14th, 2023, at 2:00 PM EST

Sincerely,

Danielle DiSanti
Supply Chain Manager
City of Charlotte – Aviation Department

Checklist for submitting a Proposal:

<u>Proposal Format</u> - Proposals should be formatted as follows:

- ☐   Form 1, Proposal Form
- ☐   Form 2, Proposal Qualifications and Requirements
- ☐   Form 3, Nondiscrimination Certification
- ☐   Form 4, CBI/DBE Program Requirements
- ☐   Form 5, Confidential Information
- ☐   Form 6, Pricing
- ☐   Form 7, Technology Procurement Requirements

The above items constitute all that must be included in the Proposal. If awarded a contract, an insurance certificate that meets or exceeds the requirements set forth in Exhibit B (Sample Contract) will be required.

SECTION 1: GENERAL INSTRUCTIONS

A. INTRODUCTION

Pursuant to this Request for Proposals ("RFP"), Charlotte Douglas International Airport ("CLT" or "Airport"), which is owned and operated by the City of Charlotte, North Carolina ("City"), is seeking Proposals from qualified and experienced companies (individually or collectively, the "Proposer") interested in providing Airport Lease Management System (the "Work"). Details of the requested Work are attached hereto as **Exhibit A**. The RFP consists of the following components:

Section1: General instructions and special conditions that apply to this proposal process and procurement.

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

Section 3: A contract substantially similar to the final contract the successful Proposer will be expected to sign, including **Exhibit A**, the details for the entire scope of work falling under this RFP (the "Specifications").

Each reference to this RFP includes all components listed above as well as any addenda provided by the Airport. 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.

The Work will be governed by a contract between the selected Proposer ("Company") and the City, a sample of which is attached hereto as **Exhibit B** (the "Contract"). The term of the Contract shall be for a minimum of three (3) years with two (2) 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.

B. SCHEDULE

DATE	ACTIVITY (All times are EST)
6/16/2023	Issue RFP
6/30/2023	Deadline for the Submission of Written Questions at 5:00 PM EST
7/14/2023	Proposals are due, 2:00 pm EST

7/24/2023	Proposer interviews (if applicable)
9/25/2023	City Council date
11/1/2023	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.

C. **INSTRUCTIONS TO PROPOSERS**

1. Point of Contact

The point of contact for all submissions and correspondence regarding this RFP is Danielle DiSanti ("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 danielle.disanti@cltairport.com.

2. Pre-Proposal Conference
CLT will not conduct a pre-proposal conference for this RFP.

3. Questions and Addenda
The Airport is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Bidder 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 with the exception of 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 eBuilder e-bidding portal.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Bidders 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**. The Airport may not consider any Bid that fails to acknowledge receipt of each issued addendum.

4. <u>RFP Acknowledgement</u>
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. <u>Proposal Format</u>
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 Company. 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. <u>Submission Requirements</u>
Proposals must be submitted through the e-bidding portal at:

The pricing must be submitted via eBuilder bidding portal. The forms herein must be completed and uploaded to the site by the proposal due date and time.

Submit separately any, "Confidential and Proprietary Information," that qualifies as Trade Secrets under NC law. The confidentiality caption stated above must appear on each page of Trade Secret.

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.

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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 Specifications including experience providing the Work during the past 5 years.
System Solution	CLT will evaluate the Proposer's System solution compared to the requirements set forth in the Specifications and required in Exhibit A and as further described in Form 2
Implementation Plan	CLT will evaluate the Proposers ability to meet the requirements set forth in the Specifications as detailed in the Proposer's Implementation Plan which should include at a minimum the information described in Form 2.
Compensation	CLT will evaluate the Proposer on the overall compensation proposed related to the provision of 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
    The Aviation Director, or his designee, 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 for final approval and award. Prior to the recommendation to the City Council, 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, the Airport will execute the documents and send a copy to the successful Proposer. **The City Council 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

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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 1) 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 or 2) "personally identifiable information" (PII). 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, disadvantaged business enterprises or airport concession disadvantaged business enterprises 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

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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.

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, company 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 the Airport. 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)

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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 Name: _____

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 of paper 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 seal it in envelope and 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 similar to 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 in the prior five (5) 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. 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, project schedule or any other information related to how the Proposer intends to implement in the Work for CLT.

F. SYSTEM SOLUTION

Proposer should provide a document, which provides an overview of the different System components required in the specifications (Exhibit A); Functional, Reporting, Integrations, and Software/Technical. This could include, without limitation and as applicable, Examples of reports, Integrations with other system platforms, archiving capabilities, monitoring, and notifying capabilities, performance capabilities, or any other information that demonstrates how System will meet the Specifications.

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G. OTHER PROPOSER INFORMATION

Provide any other information relevant to Proposer's ability to provide the Work requested under this RFP.

FORM 3
NONDISCRIMINATION CERTIFICATION

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

1. In preparing the enclosed proposal, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2 below.
2. For purposes of this Section, *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*.
3. 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.
4. 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.
5. 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.
6. 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 DISDVANTAGED ENTERPRISE PROGRAM REQUIREMENTS

The City has set a CBI goal for this Contract of zero percent (0%).

This Contract may be subject to the terms and conditions of the City's Charlotte Business INClusion (CBI) Program regarding subcontracting opportunities that may arise during the term of the Contract. The CBI Program can be found at: www.charlottebusinessinclusion.com. The Company shall thoroughly examine and be familiar with provisions of the CBI Program. Execution of the Contract shall constitute an acknowledgement upon which the City may rely that the Company has thoroughly examined, and is familiar with, said regulations and Contract requirements.

Should subcontracting opportunities arise at any point during this Contract, Company shall fill out and submit CBI Form 6- Payment Affidavit, which is available in the Doing Business Section of the CLT website at www.cltairport.com.

Failure by the Company to comply with the CBI Program shall constitute a breach of the Contract exposing the Company to a potential termination of the Contract or other appropriate remedy, including withholding of funds, until the Company complies with all the CBI Program requirements.

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.

   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 vendor 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

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 via eBuilder, the following instructions should be followed:

1. Any price increases over the term of the contract must be noted.
2. If there is an error in extension prices, the unit prices, when available, shall govern.
3. If any 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 include any cost savings provided if the exceptions are accepted by the City.
4. Any discounts offered should be computed into the prices offered where feasible. If 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 Services must be added as separate line items to the worksheet.

Compensation section can be found in the eBuilder portal.

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: _____

COMPENSATION SHEET

Costs	One Time	Recurring Costs	Description of Costs:
Software Fees:	$	$	
Hardware Fees:	$	$	*If any hardware exists*
Services Fees:	$	$	
Training Fees:	$	$	
Annual Maintenance Fees:	$	$	
License Fees:	$	$	
Implementation Fees:	$	$	
Integration Fees:	$	$	
Other Costs: (Additional Lines below for further breakout)	$	$	
Total Costs:	**$**	**$**	**$**

This Chart should include pricing on any additional features that the Company can provide and that are not required by the Scope of Work (Exhibit A), and thus are not included in the prices above.

Optional Features	One Time Costs	Recurring Costs	Recurring Costs
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
Total Costs:	**$**	**$**	**$**

FORM 7
TECHNOLOGY PROCUREMENT REQUIREMENTS

1. **City Hardware / Software Requirements**

   Compatibility and standardization are key concerns in City technology procurements.   This is important to optimize interoperability and achieve better overall performance, and to reduce the costs of maintenance, inventory, training, and administration. The following table lists the current architectures utilized for various technology categories. Proposed solutions should adhere to these where noted in the first column of the following table. In the remaining cases, adherence is preferred, but not required. If the proposed solution deviates from the standards where adherence is required, a request for consideration of another option should be submitted as part of the question and answer process as outlined in Section C. 3 of this RFP. Standards documentation for any technology category can be provided upon request. Version references in the matrix below are as of the time of publication. Vendors are expected to adhere to the current city-supported versions and will need to request those version updates from the City.

Technology Category	Current Architecture Summary	Target Architecture (where different)
Telephony		
Telephony	AT&T POTS analog lines / Cisco / True Image Interactive (TII) IVR (Formerly GetAbby) Centrex	Cisco
Call Recording System	Eventide / Verint / Cisco	Eventide / Verint

Technology Category	Current Architecture Summary	Target Architecture (where different)
Mobile Device Services	Apple iPhone 11, 12, & SE iPads – iPad 9th Gen Samsung S21 & S10E No approval required for android on approved exception list. VMWare AirWatch Managed Devices AT&T FirstNet (If qualified) Verizon services	Apple iOS version 14.5 or higher
Networking		
Network Cabling *Standards Apply/Adherence Required	CAT6e or better /Corning fiber optic	CAT6 Plenum rated Systimax, Panduit or equivalent
Network Hardware *Standards Apply/Adherence Required	Cisco Systems Hardware and Software systems including all portions of their Borderless Networking, Collaboration, Data Center and Virtualization product lines, Extreme Networks	Cisco & Aruba Network products
Multiple Domains	Any technology the City adopts must work with multiple Active Directory domains, including the ability to distinguish between users with the same username in multiple domains.	Microsoft 2016 Active Directory or higher

Technology Category	Current Architecture Summary	Target Architecture (where different)
Network Communication Protocol *(standards apply)*	IP, current protocol is IPv4, but new equipment should support IPv6	New technologies should support both IPv4 and IPv6
Wi-Fi	Wi-Fi enabled systems should support 802.11a,b,g,n, and ac protocols, AES 256 bit encryption, PEAP and MS-CHAPv2 authentication New Access point equipment should support Cisco CAPWAP architecture, IEEE 802.11i or AeroHive/Extreme networks	Wi-Fi enabled systems should support 802.11 ac protocols
Desktop Computing Standards Apply/Adherence Required	Dell OptiPlex, Precision, and Latitude. Panasonic Toughbook, Hewlett Packard, Macbooks, NEC/Technovare (OPS only)	Dell Precision, and Latitude. Panasonic Toughbook
Digital Displays	Dell, NEC P series, NEC UN series (zero-bezel video wall), Sharp, Samsung, LG, Smart Board	NEC P series, NEC UN series (zero-bezel video wall)
Data Center		
Server Hardware *Standards Apply/Adherence Required	Dell PowerEdge series, HP ProLiant, Dell/EMC VxRail and Nutanix hyperconverged clusters	Dell PowerEdge Series, Dell VxRail, Nutanix
Server Operating Systems *Standards Apply/Adherence Required	Windows Server 2016 and above, Red Hat 7, Oracle VM Server release 3.0+ and above at current patch level, Suse Linux	Windows Server 2019 or 2022, Red Hat 8, Suse Linux, preferred last OS version 1+ years in production

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Technology Category	Current Architecture Summary	Target Architecture (where different)
Virtual Operating Environments *Standards Apply/Adherence Required	**Servers** – VMware ESXi **Workstation Virtual Desktops** – Microsoft Hyper-V/RDS system • Microsoft Server Desktop (Server 2016 – 2019 pending approval) • Virtual Windows Server or Windows 10 "Jump Boxes" • Microsoft Windows 10 Virtual desktops session where applicable Microsoft Hyper-V/ RDS Published Applications replacing Microsoft App-V. Microsoft RDS Published Applications or Microsoft APPV Applications support legacy components (Prior approval needed)	All servers will be VMware VMs except VDI/RDS. VDI/RDS: Microsoft Hyper-V, RDS Published Applications
Storage	EMC PowerStore FC SAN / EMC PowerVault, EMC Isilon NAS, Cohesity and StoneFly NAS	EMC PowerStore, Cohesity or StoneFly NAS
Backup/Data Protection Software	EMC Avamar 7, EMC Data Domain, Zerto 7, Cohesity, Veeam	Cohesity, Zerto
Backup Hardware	EMC Data Domain, Dell, or HP Storage	Cohesity
Data		
Database Systems *Standards Apply/Adherence Required	MS SQL Server 2016 MS SQL Server 2017 MS SQL Server 2019 Oracle Database Server 19c and above	SQL 2017 and later Oracle 19c and later Postgres 12.x and later MariaDB 10.5

Technology Category	Current Architecture Summary	Target Architecture (where different)
ETL/Data Mapping Services/Data Warehousing	SQL Server Integration Services, SQL Server Analysis Services, WhereScape (RED, 3D and Data Vault Express), R, Python and PowerShell	Preferred last version 1+ years in production
Business Intelligence / Data Visualization	Tableau, Excel, Microsoft SQL Reporting Services (SSRS), Esri's Insights	Varies per use Contact Innovation & Data before agreeing to contract.
Reporting Services	Third-party products such as Business Objects / Crystal, COGNOS, Oracle Reports, and Microsoft SQL Server Reporting Services (SSRS) are supported for application-specific reporting. Tableau Enterprise Server and SSRS are the products supported by I&T.	SQL Server Reporting Services 2017 and later Tableau Enterprise Server 2021.1
Application Servers	.NET Framework, Oracle WebLogic, and Red Hat JBoss Enterprise Application Platform (version 7.2+)	.NET Framework 4.5.2
Application		
Web Servers	Microsoft Internet Information Services (IIS) versions 8.0,8.5, and 10.0 - Standard is to use what's included in Microsoft OS.	IIS – Ver 8.0, 8.5 and 10.0
Application Languages	MS VB.NET, ASP.NET, MVC, C#.NET, PL/SQL, JSP, JavaScript, and Java J2EE are among the City's development toolsets in use.	C#.NET Core, React, React Native and Python
Enterprise Integration Platform	Microsoft BizTalk 2016, Apache Active MQ, .NET Framework, Dell Boomi	Apache Active MQ 5.15+, .NET Framework 4.5.2
Desktop Operating System *Standards Apply/Adherence Required	Windows 10 Enterprise 21H2 and above, Windows 10 Enterprise LTSC, MacOS	Windows 10 Enterprise

Technology Category	Current Architecture Summary	Target Architecture (where different)
Application Client *Standards Apply/Adherence Required	Browsers support with Microsoft Edge Chromium / Google Chrome. Windows 10 20H2 or higher. If an actual client installation is required, it must be tested by the City to confirm that it does not conflict with other existing desktop components.	Microsoft Edge Chromium / Google Chrome.
Portal Services	Microsoft Office SharePoint Services	Microsoft Office 365 Version 2102 (Build 13801.20808 click-to-run or higher)
Geospatial Platform *Standards Apply/Adherence Required	The Geospatial Platform is Esri ArcGIS Enterprise. All spatial databases should be compatible with the City's implementation of the ESRI Geodatabase. Web-based GIS tools, components or extended custom functionality should use ArcGIS API's. Google Maps API AutoDesk (autoCAD Drawing Format prefer Civil3D)	ESRI ArcGIS 10.7.1 (Varies per use Contact Innovation & Data before agreeing to contract.) The City participates in the Esri Advantage Program, not all software is licensed. Google Maps for Android/iOS AutoDesk 2020

Technology Category	Current Architecture Summary	Target Architecture (where different)
E-mail Services *Standards Apply/Adherence Required	Current Exchange version 2016 – Migration to Exchange Online (EXO) in progress expected to be completed by February 2021 Outlook client on workstation Native email client on iOS devices, Gmail Client on Android devices Microsoft O365 Portal for email (2 factor Authentication required) Cisco IronPort (Edge protection for in-bound email)	Exchange Online Email Security Gateway
Business Productivity *Standards Apply/Adherence Required	MS Office 365 version 2102 (Build 13801.20808 click-to-run or higher)	MS Office 365 – local install
Scanning software	Kofax 10, OnBase scanning module	OnBase scanning module
Cloud Storage & Sharing	Various shadow IT tools like Dropbox, box, Drive and OneDrive	Microsoft OneDrive (Moving to Office 365)
Document Viewers	Adobe Acrobat Pro DC 2021 (Individually licensed by department though Asset management team)	Adobe Acrobat Pro DC
Workstation Fax	Genifax - desktop faxing solution inbound with user assigned DID's Accuroute - Web portal for outbound faxing (where required)	

Technology Category	Current Architecture Summary	Target Architecture (where different)
Kiosks Management Software	Kioware Kiosk Shell for Windows 10	
Application Packaging	Microsoft Endpoint Connection Manager with Client Management Gateway for Internet Connected Assets not on City LAN	
Data Protection		
Security *Standards Apply/Adherence Required	Security Access to the Software must be restricted by assigning user credentials to authorized users. Enterprise authentication services are provided by Active Directory. All data should be encrypted during transmission and data defined as restricted in the City's Restricted Data Policy should be encrypted at rest.	SAML SSO authentication via Okta
Endpoint Security	SentinelOne Agent, Qualys Cloud Agent, Windows Firewall, Cisco IronPort (Edge protection for in-bound email)	
Privileged Remote Access	Vendors performing maintenance on IT systems should connect using BeyondTrust PRA.	
Firewalls / Compensating Controls	Please coordinate with City of Charlotte Cyber Security for specific compensating controls used.	

In addition to the standards and preferences included in the above table, one of the factors that the City will consider in procuring new hardware or software is the number of changes that will be required to existing City systems. The fewer the changes the better. It is also preferred that new software use architectures (e.g., database and reporting solutions) building upon or compliant with those already implemented at the City. Similarly, where system integration is required, new software installation should include the implementation of these interfaces, and the Service Provider should identify means of minimizing any changes to the systems being interfaced with.

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2. **Technical Requirements.** The following technical requirements are applicable to this procurement and Proposers should indicate if they comply with these or not. If no, please provide a justification for this non-compliance.

Category	Requirement	Compliant? (Y/N)
General Architectural Requirements:	Application must be n-tier architecture, separating data, business logic, and presentation layers (at a minimum)	
	Application modules that are part of the proposed product suite shall be extensions of a core product and not an aggregation of acquired products. This requirement applies to all application modules available, not just the ones proposed.	
	Functionality shall be grouped around business processes and accessed via interoperable services	
	Services shall be engineered to improve agility and to be generic and reusable	
Data Layer Requirements:	Any disparate system components shall share related data to ensure consistency	
	Application components shall share a single, common data model.	
	Application components shall share a single, common database.	
	Application shall have the ability to archive and purge data that has reached aging limits defined by the City	
Reporting Requirements:	Data dictionary with table and field descriptions shall be available that can be used for internal custom report development	
	A single, common data repository shall be available that internal reports can be developed against.	
	Packaged reporting capabilities shall include imbedded report distribution management capabilities.	
	In addition to built-in, packaged reporting, the application shall provide an ad-hoc reporting capability that is end-user friendly and can produce data exports for additional analysis within external tools such as Microsoft Excel.	
Integration Requirements:	Application shall provide the ability to interact with other systems via flat files, staging tables, functionally oriented web services, and/or application programming interfaces (API's)	
	All available integration channels shall be itemized and described in program documentation	
	Application shall support external flat file import of historical data to accommodate migration of existing information into the system.	
Application Configuration Requirements	The City shall have the option to adjust the behavior of application components to meet future business needs through direct manipulation of an explicit business process model, making design manageable by business users without the need for substantial IT support.	

	Vendor modifications / updates to the application shall be delivered via a consistent, pre-defined process that includes complete instructions on how modifications shall be applied to the City of Charlotte code environment.	
Security Requirements Overview:	The City of Charlotte is committed to protecting its information resources from accidental or intentional intrusion. To accomplish this, the City will require Information Security features be included with software/hardware purchases, etc. (e.g. access permissions, encryption for restricted data and data that passes from trusted to untrusted networks, common authentication (Active Directory)). Please describe the security capabilities of the proposed technology, and your company's security procedures to include handling of electronic data, hard copy information, and employee security.	
Security Requirements Detail:	Security-related patches to supported operating systems shall be supported by the application within two weeks of operating system patch release. If OS patch cannot be supported, mitigation steps must be provided.	
	Application shall use windows login credentials for authentication	
	Access levels shall be definable to restrict use of system level functions (such as user authorization), and to provide data access levels to restrict the use of data entry, data approval, data retrieval, data modification, database structure creation or modification functions.	
	The server-side components of any Citizen-facing capability shall be able to be isolated and segregated from the rest of the server environment so additional security measures can be applied to it.	
	If the software/hardware will process credit cards, please include Payment Card Industry Data Security Standard (PCI-DSS) or Payment Application Data Security Standard (PA-DSS) compliance documentation. The software/hardware must maintain compliance with the most current PCI-DSS/PA-DSS during the entire contract period.	
	If company is a service provider whose services shall be within a PCI DSS compliant environment, the vendor shall have to follow and maintain procedures and guidelines set in the most current PCI DSS standards.	
	Vendor shall provide annually and by request, a signed copy of their most recent PCI Self-Assessment Questionnaire (SAQ), Report on Compliance (ROC), Attestation of Compliance (AOC), or equivalent supporting documentation.	
	Vendor shall agree to submit any additional PCI DSS documentation requested by the City of Charlotte or 3rd party assessors within 14 business days of request.	
Operational Requirements:	Procedures and mechanisms for performing both online and offline application backups shall be available	
	If the application requires any batch job processing, native scheduling and schedule management capabilities shall be provided	
	Application monitoring and logging capabilities shall be available to report / alert on things like performance bottlenecks, failed/hung processes, communication failure, etc. Monitoring shall include all aspects of the	

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	solution environment, such as application server, database, and operating system.	
	Application shall respond to any end-user requests within 4 seconds.	
	Server mail notifications shall support SMTP according to specification FRC 2821.	
Disaster Recovery Requirements:	The Service Provider must indicate the capability to recover from natural, human-caused, and electronic disasters (including security compromises) that could interrupt service to the City and the City's customers. The Service Provider will detail their solution to include:	
	Procedures for off-site storage of information;	
	Capabilities and availability of alternate processing, communications, and operations facilities;	
	Plans for maintaining business processes, including communications with the City, the City's customers, and suppliers of goods and services.	
	Estimated time to recover from disaster events, and service level expectations for business continuity following a disaster;	
	Cost to the City, if any, for disaster recovery services; and	
	A documented disaster recovery and business continuity plan, including dates of disaster recovery tests and schedule for future tests.	
	Procedures for off-site storage of information.	
Additional Information:	Itemization of all software required to run this application (server & client) shall be included within the proposal. Example: database server, application server, java, .net, compilers, runtime engines, etc. If there is a separate cost associated with supporting software, this fact shall be clearly noted in the proposal, and estimates of those costs shall be provided if possible.	
	In addition to the above information submit a complete system architecture diagram showing all hardware recommended for the system. For each server or other hardware shown in the architecture diagram, provide complete recommended specifications.	

3. **High Availability/Redundancy Solution.** Proposers as part of the RFP must provide the System's Architecture plan displaying High Availability/Redundancy Solution. Minimum uptime requirements are set forth in Exhibit F to the Contract.

4. **Software Customizations.** Where possible, the City prefers solutions that do not require Customizations (as defined in Section 2.12 of the Contract) to meet business requirements. Configuration (as defined in Section 2.8 of the Contract) changes to meet requirements are an acceptable alternative.

5. **Service Oriented Architecture.** The City is implementing a Service Oriented Architecture and prefers new technologies that apply the following Service Oriented Architecture elements: (1) the system groups functionality around business processes and provides access to this functionality via interoperable services; (2) supplied services are engineered to

improve system agility and to be generic and reusable; and disparate system components share related data to ensure consistency

6. **Source Code Escrow.** The requirements as it relates to Source Code Escrow are set forth in Section 4 of Exhibit F.

7. **Support and Maintenance.** Support and Maintenance requirements, including applicable SLAs are included in Exhibit F of the Contract. Include in your Proposal, include the anticipated normal business hours for support and how the Proposer plans to meet support needs (e.g., for an incident) outside of those hours.

8. **Public Records Requirements.** The City is subject to North Carolina public records law and therefore any system provided under this procurement must comply with the applicable requirements which are more specifically set forth in Section 23 of the Contract.

9. **Cloud Services.** If the proposed solution under this solicitation includes any cloud / managed services, a complete Cloud Questionnaire, attached below, as part of this Form. In addition, Proposals should include textual and graphical descriptions of their planned architectures, including facility locations, hardware, software, operating systems, platform software, etc. These should provide information about all layers of the proposed solution, i.e., business, application, integration, data, and infrastructure layers.

Cloud Provider Questionnaire.docx

10. **Data and Network Security.** These requirements are set forth in Section 26 of the Contract and should be reviewed prior to submitting a proposal for this procurement.

SECTION 3: CONTRACT

EXHIBIT A
SPECIFICATIONS

1. GENERAL DESCRIPTION.

   Charlotte Douglas International Airport ("CLT" or the "Airport") has various contract agreements which require regular intervention to ensure the Airport remains in full contract compliance. The successful proposer (the "Company") will be responsible for implementing and maintaining a property, space, and Lease management software solution (the "System") to assist the Airport with managing documents. The system will ultimately act as a central management tool for agreements and must have the ability to store, track, monitor, update, manage, report, and customize on over 500 leases and agreements with varying entities, terms, and conditions. The System should provide extreme flexibility to ensure oversight of all requirements throughout the life of each agreement.

2. SYSTEM REQUIREMENTS.

   The Company shall provide an established software application and reporting system for the scope outlined below. The scope of work shall include, but not be limited to, the following:

   A. Functional Requirements
      i. System should be able to store all relevant documentation to include but not limited to:
         - Agreements
         - Leases
         - Licenses
         - Permits
         - Insurance certificates
         - Performance bonds
         - Supporting documents (emails, letter agreements, general correspondence)
         - Surveys
         - As-built construction drawings
         - Inspection reports
         - Operation & maintenance manuals
         - Environmental studies
         - Easements

- Etc.
ii. Ability to update, store, track, notify, and monitor agreement details, including but not limited to:
  - Agreement Term, including, Start dates, End dates and Renewal options
  - Trigger dates
  - Performance reminders
  - Multiple Points of contacts, including Billing, Contract, etc.
  - Rates and escalation points
  - Parcel details including identification numbers, deed restrictions, and easements.
  - Lease abstract including landlord/tenant responsibilities, special notes, etc.
  - Etc.
iii. System should be able to inventory all properties the Airport leases or owns and include fields for notes and descriptions.
iv. System should allow tracking, scheduling, and email notifications for related to all lease terms including changes to rate structures, terms, payments dates, etc.
v. System should allow for correspondence tracking and notifications relating to pending acquisitions, sales, leases, and transfers.
vi. System should provide a document follow up system to track upcoming expirations and renewals associated with agreements, leases, acquisitions, certificates of insurance, and other document due dates with notifications sent to assigned personnel.
vii. System should allow users to create documents based on templates housed within the system. System should allow for some degree of customization in the presentation of fields and data that can be easily done by a trained user.
viii. System should allow visualization of property and asset locations in a map and should allow maps to be printed or exported showing a selection of properties that meet user defined criteria (ex "all leased properties"). System should have built-in functionality that allows for visualization of and interaction with building floor plans sourced from GIS or AutoCAD. System should provide mapping tools which allow properties, assets, or sets of assets to be located on a map for printing or exporting.

B. Reporting Requirements.

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i. System should allow users to schedule automated, customizable reports, publishable in various formats to include web-based dashboards, interface with BI Platforms, etc.

ii. System must allow for customized data exports to be performed by the user into basic excel file and database formats.

iii. System should be a central repository for property history reports including but not limited to tenant modification approvals, appraisals, plans, warranties, surveys, and leases.

iv. System should track and provide reports on documents assigned to a Lessee across multiple buildings and/or agreements.

v. System should provide auditing and accountability for all support activity carried out on the System.

C. Integrations and Interfaces.

i. System will provide an API or file transfer of System data for the other Airport applications to pull into their systems.

ii. The Company will provide the System data in a standard format that can be received by the interfacing application.

iii. The System should have future capability to interface with the Airport's various systems including, Accounting/accounts receivable, GIS, Records Management, Work Order, etc.

iv. The Company is not responsible for modifying the receiving application software to receive the System data

D. Software and Technical Requirements:

i. Company should implement the System in line with industry best practice standards and requirements as established by the City.

ii. The System must comply with City of Charlotte Information Security Policy in addition to PCI DSS compliance (NDA is required)

iii. System cannot have all data and services stored within a single location; System must allow for a primary datacenter being offline, and a secondary datacenter site to automatically recover the workloads without interruption to the customers.

iv. System must have a redundant infrastructure design without a single point of failure for any load-balancers, public-facing endpoints, web application servers, database servers, quorum servers, virtual networks, or backups / recovery solutions.

v. System must comply with all IT security aspects of all communications and server infrastructure

vi. Any standard software, including operating systems, must be at or above the current versions installed and supported by the Airport.

vii. System should support access to key user forms and dashboards via internet-connected mobiles devices such as smartphone or tablet.

viii. System should provide a floating, concurrent, or some other licensing model which provides flexibility in allowing uninterrupted access to data in the event of staffing changes.

ix. The Company must provide detailed installation, configuration, and removal instructions of all software and/or hardware requiring installation or access to Airport-owned equipment and/or premises.

x. It is required that all products and services provided, including data processing, storage, and retrieval of any data, must comply with and be governed by the United States of America's applicable laws and provisions.

xi. All security breaches that expose data identified as private or sensitive must be reported within 2 hours of the incident along with steps to fully resolve and limit any issues directly or indirectly resulting from the breach incident(s).

xii. Company will be responsible for full restoration, recovery, and repair of any damages attributable to any security breaches of their product or services provided. In addition, Company must maintain insurance in an amount deemed sufficient by the Airport for full restoration and repair of any damages attributable to any such security breach(s).

xiii. Company must adhere to all Airport information and technical policies and procedures. It is the Company's responsibility to obtain an acceptable understanding and comprehension of the technical policies and procedures to perform at the level of service required.

xiv. Upon expiration of the agreement all Airport records and data shall be provided at no additional cost in a useable format (Excel, CSV, etc.).

xv. Enforcement Automated Data System (LEADS), Criminal Justice Information System (CJIS), and the Health Insurance Portability and Accountability Act (HIPAA). It is the Company's responsibility to work with the City in determining the applicable regulations along with the needed corresponding security (e.g., encryption, activity event logging, two-factor form authentication, and/or active directory integration) required to perform at the agreed-upon level of service.

3. <u>IMPLEMENTATION REQUIREMENTS</u>

    The Company will be responsible for the below major tasks which are described in more detail in the attached template contract:

    A. Plan: Ascertain detailed implementation requirements and constraints and document an implementation plan and refined work breakdown structure (WBS) with corresponding task descriptions, roles & responsibilities, and schedule
        i.   The Company shall interview CLT stakeholders and ascertain all the requirements associated with deploying a successful System.
        ii. 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.

    B. Mobilize: Install, configure, and integrate System.
        i.   The Company shall install and configure all System requirements set forth in this RFP or as designated by the Airport.

    C. Design: Customize and integrate the System with close involvement from Airport stakeholders to determine how it will be displayed
        i.   The Company shall present design themes for the System based on the Airport guidelines or other design criteria outlined by the Airport during this phase of the project. Consistency in organization, layout, and style must be achieved.
        ii. CLT will provide direction for the approved template theme.

    D. Build: Customize, configure, integrate, and implement the designed and approved System

    E. Test: Integrated testing in a simulated CLT environment. The Test environment must exist for the term of the Contract.
        i.   The Company is to develop a step-by-step testing procedure with checklist and pass/fail/comments columns, to inspect/test all functionality, and interoperability of the System, per the developed specifications and design.

    F. Document: Document all system configurations, interfaces, processes, and procedures
        i.   i. The Company shall develop and submit "As-Built" documentation describing the detailed configuration, content, and integration interfaces of the System which passed CLT acceptance testing.
        ii. 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 System

G. Deploy: Deploy the System in the production environment

H. Train: Company will provide training for all users of the system, which will include:

   i. Complete hard and soft copy sets of system and user manuals in English to include all information and instructions necessary to ensure smooth delivery of the required service.

   ii. Training for system at deployment and ongoing as needed based on system updates. On-site training to be provided prior to deployment.

I. Maintain: Maintain and support System

   i. System support shall cover all software, systems, integrations, and content issues arising during the term of the Contract. This will also cover supporting Airport with updates.

   ii. CLT requires support services as detailed below.

      • The provision of a 24-hours x 7 days per week a support facility via portal, phone line, or combination over the period, to act as CLT's entry point to support. This will be the single point of contact for the system

   iii. Interaction with internal CLT technical and business departments and other 3rd parties required to resolve incidents

   iv. Deployment of fixes and new functionality into the test environment

   v. Deployment of fixes and new or upgraded functionality into the live environment under CLT's strict production system change control procedures. This relates to system/database changes rather than content changes.

   vi. Maintenance of a documented configuration of the System with the existing configuration audit acting as the baseline

   vii. Maintenance of a consistent test environment that accurately reflects the production environment.

   viii. Proactive monitoring and alerting on the live environment and its interfaces to ensure the availability of the System.

   ix. Company shall be responsible for managing software support as needed.

4. <u>NOTICE TO PROCEED</u>

The Company shall not commence work or make shipment under this RFP until duly notified by receipt of the executed Contract from the Airport. 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 Airport.

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5. OPTIONS & ACCESSORIES.

The Airport 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.

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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 is the owner and operator of the Charlotte Douglas International Airport ("Airport");

B. The City issued a solicitation dated [insert date] requesting submissions from qualified firms to provide the City with [insert product/service description] hereafter referred to as the "Work".

C. The Company submitted a response to the solicitation on [insert date].

D. [If no solicitation was issued delete B and C and insert the following; The City desires a qualified company to provide the City with [insert product/service description] (the "Work"). The Company is a qualified to and wishes to provide the Work to the City.]

E. The Company wishes to provide the Work to the City 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. **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: Invoicing Requirements

   Exhibit D: Project Plan and Schedule

   Exhibit E: Implementation Plan

   Exhibit F: Warranty, License and Maintenance Services {Remove if not applicable]

   Exhibit G: Form 5 and Letters of Intent [Remove if no CBI/DBE requirement]

   Exhibit H: Travel and Expense Reimbursement Protocol [Remove if not applicable]

   Exhibit I: Federal Requirements [Only included if Work is federally funded]

   Any conflict between language in Exhibits [if federally funded add: except **Exhibit I**] and the Contract shall be resolved in favor of the main body of this Contract. [Add if federally funded: Any conflict between **Exhibit I** and the Contract or other Exhibits shall be resolved in the favor of **Exhibit I**.]

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

   2.1. "Airport or CLT" means Charlotte Douglas International Airport.

   2.2. "Business Days" means Monday through Friday except holidays observed by the City.

   2.3. "City" means City of Charlotte.

   2.4. "Cloud Services" means the services through which the Company will make the Software accessible to the City over the Internet, and all other services, data import / export, monitoring, support, backup, and recovery, change management, technology upgrades, and training necessary for the City's productive use thereof.

   2.5. "Company" means [Insert Company Name].

   2.6. "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 the City to license on its own.

2.7. "Confidentiality Requirements" means the requirements set forth in **Exhibit B**.

2.8. "Configuration" means the arrangement of the Products provided under the Contract to ensure the functionality of the System meets the City's needs as requested in the Specifications. This may include commercial off the shelf functionality and usually do not include changes to source code.

2.9. "Contract" shall mean this document, all exhibits, the Project Plan and Project Schedule.

2.10. "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.

2.11. "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.

2.12. "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.

2.13. "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 the City's improper use or damage unless it is reasonably likely that such non-conformity would have occurred on that or another occasion even without the City's improper use or damage.

2.14. "Deliverables" means all tasks, reports, information, designs, plans and other items that the Company is required to complete and deliver to the City in connection with this Contract, other than the Products.

2.15. "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 the City 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

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related to or for use with the System.

2.16. "Effective Date" means the date stated in the first sentence of this Contract.

2.17. "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).

2.18. "Implementation" means the services described in **Exhibit E**.

2.19. "License" means the license agreement attached to this Contract in **Exhibit F**.

2.20. "Maintenance Services" means the services described in **Exhibit F**.

2.21. "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.

2.22. "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.

2.23. "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.

2.24. "Project Plan" means the detailed plan for implementation of the Work as described in **Exhibit D**, in the form accepted in writing by the City.

2.25. "Project Schedule" means the detailed timeline for implementation of the Work as described in **Exhibit D**, in the form accepted in writing by the City.

2.26. "Products" means all Software and all Hardware (both as herein defined).

2.27. "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.

2.28. "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.

2.29. "Specifications" means all definitions, descriptions, requirements, criteria, and

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performance standards relating to Work which are set forth in **Exhibit A**.

2.30. "System" means the Products and all required integrations to be designed, supplied, installed, configured, tested, commissioned, and maintained by the Company under this Contract.

2.31. "System Acceptance" means acceptance by the City of the System as provided in **Exhibit D** and/or **Exhibit E** of this Contract. System Acceptance may occur on different dates for different portions of the System.

2.32. "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.

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

2.34. "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. **TERM.** The term of the Contract will be for three (3) years from the Effective Date [with an option to renew for two (2) additional one-year terms]. The Contract may be extended only by a written amendment to the Contract signed by both parties. After the Warranty Period, as defined in **Exhibit F**, and for each year thereafter for as long as the City uses the System, the City 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. **COMPENSATION**. The Company shall provide the Work in accordance with the Specifications set forth in **Exhibit A** and **Exhibit F** 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**.

[Add the following language if the contract includes Reimbursable Expenses.]

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5. **REIMBURSABLE EXPENSES.** To be reimbursable, costs (also referred to as "expenses") must be actual, allowable, reasonable, allocable to this Contract, and must comply with the (i) the Travel and Expense Reimbursements Protocol, which is attached hereto as **Exhibit H** and incorporated herein by reference; and (ii) the guidance contained in 49 CFR §18.36, FAA Order 5100.38 and OMB Circular A-87. There shall be no mark–up on expenses incurred by Company or its subcontractors pursuant to FAA Advisory Circular 150/5100- 14E.

6. **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 the City 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 the City 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 the requirements set forth in **Exhibit C**. Payment of invoices shall be due within thirty (30) days from receipt by the City 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 the City to verify the charges contained in the invoice.

7. **GENERAL WARRANTIES.** Company represents and warrants that

   7.1. 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;

   7.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

   7.3. The execution, delivery, and performance of this Contract have been duly authorized by Company;

   7.4. 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;

   7.5. 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;

   7.6. The Company shall not violate any agreement with any third party by entering into

or performing this Contract.

7.7. The Company has sufficient expertise and resources to perform under this Contract.

7.8. The Work shall comply with all requirements set forth in this Contract, including but not limited to the attached exhibits;

7.9. 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 the Airport;

7.10. 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 the City;

7.11. 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 the City's use of the Software or the Company's maintenance obligations;

7.12. 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);

7.13. 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

7.14. 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.

8. **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 resulting from Company's performance, or allegations thereof, under this Contract, except to the extent that the claims, losses, damages,

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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.

9. **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.**

   9.1. 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:

      9.1.1. 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.

      9.1.2. 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.

      9.1.3. 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.

      9.1.4. If the Company is trucking fuel, the Automobile Liability coverage shall be

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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.

9.1.5.   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.

9.2.   <u>Commercial General Liability.</u> Insurance with a limit not less than $1,000,000 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]

9.3.   <u>Professional Errors & Omissions.</u> 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.

9.4.   <u>Electronic Errors and Omissions.</u> 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.

9.5.   <u>Worker's Compensation and Employers Liability.</u> 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.**

10. **OTHER INSURANCE REQUIREMENTS.**

10.1. "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.

10.2. 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.

10.3. The Company shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.

10.4. 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.

10.5. 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.

10.6. 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.

11. **TERMINATION.**

11.1. <u>TERMINATION WITHOUT CAUSE.</u> The City may terminate this Contract at any time without cause by giving thirty (30) days written notice to the Company.

11.2. <u>TERMINATION FOR DEFAULT BY EITHER PARTY.</u> 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:

11.2.1. 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

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

11.2.3. 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.

11.2.4. 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.

11.3. <u>ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.</u> By giving written notice to the Company, the City 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):

11.3.1. 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

11.3.2. 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.

11.3.3. 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**.

11.4. <u>TERMINATION CONVERSION.</u> If the Contract is terminated by the City for cause but it is later conclusively determined that the Company has not in fact defaulted, the termination shall be deemed to have been affected for the convenience of the City and the Company shall be paid through the date of the termination.

11.5. <u>NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.</u> 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.

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11.6. <u>OBLIGATIONS UPON EXPIRATION OR TERMINATION.</u> In the event this Contract is terminated by the City 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.

11.7. <u>TERMINATION FOR FAILURE TO AGREE ON PROJECT PLAN.</u> If the parties have not finalized and agreed upon the Project Plan by the date set forth in the Project Schedule, the City shall be entitled to terminate this Contract and receive a refund of all amounts paid to the Company.

11.8. <u>TERMINATION FOR BREACH OF WARRANTY</u>. If the Company breaches the warranty obligations set forth in **Exhibit F**, the City, 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.

11.9. <u>CROSS TERMINATION</u>. A default by the City of its payment obligations for the Work provided pursuant to **Exhibit F** 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 E** 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

11.10. <u>NO SUSPENSION.</u> 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.

11.11. <u>AUTHORITY TO TERMINATE.</u> The Aviation Director or his designee is authorized to terminate this Contract on behalf of the City.

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

13. **TRANSITION OF CONTRACT DATA**. Upon expiration or termination of this Contract for any reason, The Company shall at no cost to the City provide such services as are reasonably requested by the City to transition the Contract Data to the City 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 the City can use, search, copy and access. To the extent any data is unable to be transition to the City, the Company shall provide access to the Contract Data for three (3) years after Contract termination.

14. **REMEDIES.**

   14.1. <u>Right to Cover.</u> If the Company fails to meet any completion date or resolution time set forth in this Contract (including all Exhibits), the City 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:

   14.1.1. 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

   14.1.2. 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.

   14.2. <u>Right to Withhold Payment.</u> 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.

   14.3. <u>Setoff.</u> 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.

   14.4. <u>Other Remedies.</u> 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.

15. **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.

16. **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.

17. **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.

18. **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) days' notice to the Company.

19. **ACCEPTANCE OF THE WORK.** The Work delivered under this Contract shall remain the property of the Company until the Airport 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. **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:

    20.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;

    20.2. Acting as the Company's point of contact for all aspects of the Contract administration, including invoicing for the Work, and status reporting;

    20.3. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;

    20.4. Communications among and between the City and the Company's staff;

    20.5. 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;

    20.6. Identifying and providing the City 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;

    20.7. Ensuring that adequate quality assurance procedures are in place through the duration of the Contract term; and

    20.8. Meeting with other companies working on City projects that relate to this effort as necessary to resolve problem and coordinate the provision of the Work.

    20.9. Obtain from the City a system network configuration diagram and update it regularly to ensure that the system network configuration diagram accurately reflects the City architecture as it may change during the implementation of the Work.

    20.10. 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.

    20.11. Identify and provide the City 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);

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

21.1. 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.

21.2. 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.

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

22.1. All information reasonably required by the Company to perform each task comprising the Work;

22.2. The City's personnel whose presence or assistance may reasonably be required by the Company to perform each task comprising the Work; and

22.3. 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 the City provide information, personnel, or facilities other than those which **Exhibit A** specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City'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 the City fails to provide included information, personnel, facility or resources, the Company shall notify the City 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 the City's failure to provide such information, personnel, facility, or resource.

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

23.1. All Software and Documentation provided by the Company, or its subcontractors

will have sufficient information and capabilities to enable the City to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated, or retrieved by the Work; and

23.2. All Software and Documentation provided by the Company or its subcontractors will have sufficient information to enable the City 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 the City may copy and disclose the information listed above in response to requests for database information under the North Carolina General Statutes.

24. **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 the City's machine-readable supporting material, or (b) obtain a new machine-readable copy of lost or damaged data from the City'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 the City to maintain backup data in accordance with the City's regular schedule.

25. **COMPANY WILL NOT SELL or DISCLOSE DATA**. The Company will treat as confidential information all data provided by the City in connection with this Contract. City data processed by the Company 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 as expressly permitted by this Contract or otherwise approved by the City in writing.

26. **DATA AND NETWORK SECURITY.**

26.1. Data Security and Privacy.

26.1.1. Contract Data. The parties acknowledge that the City has exclusive ownership of all Contract Data. The Company will treat the Contract Data as Confidential Information under the Confidentiality Requirements. The

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Company will not reproduce, copy, duplicate, disclose, or use the Contract Data in any manner except as necessary to perform this Contract.

26.1.2. 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.

26.1.3. Authentication. The Company will require an authentication process approved by the City as a condition to releasing Contract Data to City employees. At a minimum, such process will require a City user ID and password. It may also require validation challenge questions if specified by the City in writing from time to time.

26.1.4. Preventing Unauthorized Access. The Company shall identify in writing a security administrator to coordinate with the City. 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.

26.1.5. 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 the City immediately and-shall take at the Company's expense all remedial action required by law or as reasonably requested by the City 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 the City of the identified vulnerability.

26.1.6. City's Right to Obtain Contract Data. The Company shall provide the City 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 the City in writing. When requested by the City from time to time, the Company shall provide the City with a copy of all Contract Data accumulated to date (or such smaller subset as may be requested by the City) in a machine-readable format in which the City 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 the City in a format in which the City 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 the City, the Company shall allow the City 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 the City 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. The City 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 the City.

26.1.7. 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.

26.1.8. 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 Agreement. 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.

26.2. <u>Other Security Constraints</u>. 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.

26.2.1. Hosting Facility Security. All servers and network equipment are housed in locked cabinets at the hosting facility which provides 24x7security. 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.

26.2.2. Network Security. Company's network must be protected by redundant firewalls and monitored for unauthorized access. City access will be configured through a dedicated VLAN. 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 (sshl) and DSA (ssh2) public keys for communication between servers or as otherwise directed by the City's Project Manager.

26.2.3. 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,

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individual activities to be restricted, logged and monitored.

26.2.4.   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;

26.2.5.   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.

26.2.6.   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.

26.2.7.   Security Patches. Where it does not impact application supportability, security patches to Software will be applied within 6 months of being released.

26.2.8.   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.

27. **COMPLIANCE WITH SECURITY MEASURES.** Company acknowledges and agrees that:

27.1. The City's Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States ("Security Plan") and enforced by the Transportation Security Administration;

27.2. Access to the Aviation Department, to the airfield or other secured area by Company's officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;

27.3. 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 the Aviation Director; and

27.4. 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.

28. **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?clientld=19970 and incorporated herein by reference. Company consents to be bound by the award of any arbitration conducted thereunder.

29. **FEDERAL CIVIL RIGHTS REQUIREMENTS.**

    29.1. <u>General Civil Rights.</u> The Company agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.   This provision binds the companies from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

        29.1.1. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

        29.1.2. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

    29.2. <u>Civil Rights – Title VI Assurances.</u> 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:

        29.2.1. Compliance with Regulations: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time. The current version of the Title VI List of Pertinent Nondiscrimination Statutes and Authorities is included in Section 24 below.

        29.2.2. Non-discrimination: The Company, with regard to the work performed by

it during the contract, will not discriminate on the grounds of race, color, or national origin 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 Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

29.2.3. 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 Company's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

29.2.4. 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 Acts, Regulations, and instructions. Where any information required of a Company 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.

29.2.5. 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: (i)Withholding payments to the Company under the contract until the Company complies; and/or (ii)Cancelling, terminating, or suspending a contract, in whole or in part.

29.2.6. 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

30. **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, as may be amended from time to time and including but not limited to:

30.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

30.2. 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);

30.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

30.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

30.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

30.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

30.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (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);

30.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

30.9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

30.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

30.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

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

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

33. **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

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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.

33.1. 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.

33.2. The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

33.3. The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background-checks conducted by the City are subject to public review upon request.

34. **CHARLOTTE DIVERSITY AND INCLUSION PLAN.** The City is committed to diversity and inclusion and complies was 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 G.**

35. **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

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	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 address provided in writing by the other party.

36. **MISCELLANEOUS.**

   36.1. <u>Non-Exclusivity.</u> 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.

   36.2. <u>Time is of the Essence.</u> 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.

   36.3. <u>Entire Contract</u>. This Contract including all Exhibits 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.

   36.4. <u>Amendment.</u> No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.

   36.5. <u>Assignment, Transfer and Subcontracting.</u> 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.

36.6. <u>Service Changes and Change Orders</u>. 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 the Aviation Director or a designee depending on the amount. Some increases may require execution by the City Manager or a designee or approval by Charlotte City Council.

36.7. <u>Governing Law and Jurisdiction</u>. 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 conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

36.8. <u>Binding Nature and Assignment</u>. 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 in Section 27.13 constitute an assignment.

36.9. <u>Survival of Provisions.</u> 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 but not limited to all definitions and Sections 6.9, 6.10, 7, 10.5, 12, 14, 15 and 27.6.

36.10. <u>Severability</u>. 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.

36.11. <u>No Manufacturer or Dealer Advertisement</u>. No manufacture or dealer shall advertise on goods delivered to the Airport without prior approval by the Aviation Director, or his designee.

36.12. <u>Waiver</u>. 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.

36.13. <u>Change in Control.</u> 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.

36.14. <u>Force Majeure</u>. 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.

36.15. <u>No Limitations on Disclosure.</u> The Company agrees that the Airport 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 the Airport can and will provide samples of the Work provided under this Contract to the Company's competitors in any future procurement process.

36.16. <u>No Bribery</u>. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

36.17. <u>Familiarity and Compliance with Laws and Ordinances</u>. 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.

36.18. <u>Taxes</u>. The Company shall pay all applicable federal, state, and local taxes which may be chargeable against the performance of the Work.

36.19. <u>Prompt Payment.</u> Provided that there has been no delay or default by 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. City shall have the right to contact Company's vendors to verify compliance with this provision.

36.20. <u>Ownership of Work Product.</u> 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 the City a perpetual, royalty-free, non-exclusive license to use and copy the Company Intellectual

Property for all purposes of the City in accordance with the terms of this Contract. The City 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 the City (collectively the "City Deliverables"). The City may use, transfer, copy and distribute the City Deliverables without restriction or limitation. The City accepts responsibility for any changes made by the City to these City Deliverables after final submittal by the Company. The City acknowledges and agrees that the Company may retain one copy of each City Deliverable and use the City Deliverable solely for its internal general reference. Any modification of the City Deliverables by the City without the involvement of the Company shall be at the sole risk of the City. The Company shall cooperate with and provide reasonable assistance to the City as necessary to obtain or enforce any patents, copyrights, or other proprietary rights in the City Deliverables and to execute all City Deliverables necessary to give the City full legal ownership of such City 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 the City or upon expiration or termination of this Contract, deliver to the City all City Deliverables.

36.21. 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 the City 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 the City choosing to withhold any material based on Company's designation of said material as a trade secret or confidential.

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

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36.23. 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 this Contract is attached hereto as part of **Exhibit B**.

36.24. Performance Bond. Within ten business days after execution of this Contract, the Company shall provide the City 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 City 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 the City.

In the event the Company fails to maintain the performance bond as required by this Contract, the City 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.

36.25. Federal Requirements. Company shall comply with the additional Federal Requirements set forth in **Exhibit I**. The requirements shall be passed down to all subcontractors, suppliers and service providers and lower tier subcontractors, suppliers, and service providers either directly in the applicable contract or by reference in any purchase order or rental agreement.

36.26. Notice to Proceed. The Company shall not commence work or make shipment for the Work until duly notified by receipt of the executed Contract from the Airport. 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 Airport.

36.27. <u>Items under Contract.</u> The City reserves the right to add or delete items to the Contract. If particular items should become discontinued the Company shall provide an equivalent or the upgraded version at no additional cost.

36.28. <u>Options and Accessories</u>. The City 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 so as to defeat the purpose of the procurement statutes or policies. [Add the following language if a percent mark-up was included in the pricing sheet: Further, City shall have a right to purchase all additional hardware as required for the Work at the mark-up rate set forth in **Exhibit B**.]

36.29. <u>Badging.</u> If applicable, the Company's employees must apply and qualify for an airport security badge prior to employment. The standards adopted by the Transportation Security Administration for the issuance of these security badges are captured in Title 49 of the Code of Federal Regulations, Part 1542.

36.30. <u>Liquidated Damages.</u> The Company acknowledges and agrees 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 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 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. [Insert applicable liquidated damages this should include any cost you can foresee that the Airport would accrue due to the Company's failure to perform. If there are no liquidated damages, delete the above provision].

36.31. <u>e-Builder.</u> Company may be required to use the City's web-based project control software ("e-Builder") for records retention and management of all Work documentation. Information on e-Builder can be found at www.e-builder.net. Documents, forms, and processes that will be used in e-Builder by the City, City's representatives and Company 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. If an item is not

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covered by e-Builder, submission shall be as directed by the City or City's representative.   City will provide access and technical service for five (5) e-builder licenses at no cost to the Company. Any additional e-Builder licenses will be the responsibility of the Company to purchase as needed. The city will provide training at no cost to the Company

36.32. <u>Publicity and Other Public Statements.</u> 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 the City's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Contract or the City's position on any issue relating to this Contract; or (2) making any statement to the media or public on any issue which, in the City's judgment, is likely to cast doubt on the competence or integrity of the City or the Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Contract for default.

36.33. <u>No Third-Party Benefit.</u> 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.

36.34. <u>E-Verify</u>. 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.

36.35. <u>NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel.</u> Company certifies that (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract,

Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on The Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

36.36. <u>Pre-Audit.</u> [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.

37. **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, the City 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] AVIATION   **CITY OF CHARLOTTE,**

BY: ——————————————   BY: ——————————————

SIGNATURE:————————————   SIGNATURE:————————————

TITLE: ——————————————   TITLE: ——————————————

DATE: ——————————————   DATE: ——————————————

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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 F** or other provisions of the Contract.

EXHIBIT C – INVOICING REQUIREMENTS

Payments shall be made for fees and reimbursable costs, if applicable, upon submission of an invoice stating the nature and quantity of work performed and accompanied by proper supporting documentation, including without limitation, itemized receipts, as the City may require. Costs, including, without limitation, labor, material, and reimbursable expenses, shall be itemized on each invoice. Failure to submit full supporting documentation may be cause for invoice rejection or delay in payment. In order to more efficiently process payments, the Aviation Department requests compliance to the following:

1. ***Request a purchase order (PO) before delivering goods and/or services*** unless a P Card is being used to facilitate the payment transaction.

2. ***All invoices must clearly state:***

   a. Company Name and Address
   b. City of Charlotte vendor registration number
   c. Company invoice number (if applicable)
   d. City of Charlotte contract number
   e. City of Charlotte purchase order number
   f. The appropriate PO line number for each item
   g. Airport Project Manager name
   h. Charlotte Business INClusion Form #6

   Invoices with supporting documentation should be consolidated into one file/attachment in a PDF format. If invoice and supporting document consolidation is not an option, the supporting documentation should include the appropriate invoice number and PO number.

3. When a contract has been issued, the **contract number <u>and</u> PO number** must appear on each invoice <u>and</u> a **sales tax statement** must be attached

4. ***Include all applicable sales taxes on the invoice as separate lines*** and not combined with the cost of goods. The City of Charlotte is ***<u>not</u>*** exempt from sales tax.

5. Company must send a **draft invoice** to the Airport Project Manager for review and **approval**. If revisions are necessary, the Airport Project Manager will notify the

Company. Corrections must be made **before** an invoice is submitted to City of Charlotte, Accounts Payable.

6. ***Details*** – Each deliverable identified, in which a separate fee or percentage of the Total Compensation is assigned will be listed on a separate line i.e., labor, materials, shipping/freight, bidding, construction administration, etc.

7. A ***summary statement*** showing total contract total value, amount previously billed, % of contract completion, open contract amount. Subsequently for each PO number, original values, amount billed to date, and % of completion.

8. Reimbursable expenses must be listed below the base fee billing and clearly convey the same information, preferably using the same format.

9. ***Email invoices*** to:

    a. cocap@charlottenc.gov (add in email subject line: Aviation – (insert PO#) and copy;
    b. Airport Project Manager
    c. Claire Butler (Claire.Butler@cltairport.com), Aviation CBI Business Diversity & Development Manager

The Aviation Department prefers ***not*** to receive invoices for goods and/or services which have been paid via a P-card. ***When presenting an invoice that has been paid via P-card, indicate the total due as "$0.00".***

EXHIBIT D – 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 the City 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 the City the System which fully complies with the Specifications, the Company shall immediately provide the City 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. The City 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 the City elects to proceed with the Substitute Components and Services, the Company shall provide the Substitute Components and Services at no additional charge to the City. In the event the City 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 the City. The Project Plan

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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 E.**

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 the City no later than fifteen (15) days prior to the Work beginning unless such requirement is waived in writing by the City.

   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 the City 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 the City 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 the City receives the Delay Notice and the date the City completes the overdue task identified in the Delay Notice;

   b. If the Company fails to meet a completion date set forth in the Project Schedule, the completion dates for tasks assigned to the City shall be automatically extended by the number of Business Days between the date the date the task should have been completed and the date the Company actually completes such task; and

   c. The City 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 the City 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 City 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 the City 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, the Company shall give the City a written notice of completion. Within a reasonable time after receiving such completion notice, the City shall notify the Company in writing of the City's acceptance or rejection of the applicable Deliverable and/or project milestone. The City 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 the City 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 the City 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 the City 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 the City has agreed in writing to a shorter review time.

If the City rejects a Deliverable and/or project milestone the Company shall: (a) act diligently and continuously to correct all Defects and deficiencies identified by the City, and (b) immediately upon completing such corrections give the City 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 the City and provide a Certification within a reasonable time after receipt of the rejection notice (which time shall in no event exceed fifteen Business Days), the City shall be entitled to terminate this Contract for default without further obligation to the Company.

7. Upon the City's receipt of the corrected Deliverable and/or project milestone, or a Certification, whichever is later, the above-described acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any Defect or deficiency previously identified by the City 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 the City'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 City 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 City to detect such Defect or deficiency.

EXHIBIT E – 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 WBS 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 the City. Installation will initially be done in the CLT Technology Lab or other location designated by the Airport 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 the Airport'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 the City.

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 the City upon delivery and acceptance of the Hardware to the City's premises

h. RETURN AND RESTOCKING CHARGES. The Company must pick up the Work to be returned within twenty-four (24) hours from notification. The Airport will not pay restocking fees for Work that have been returned unless it is a specialty item and the Airport has been notified, as the time of placement of the order, of the potential restocking charge. The Company will issue a credit memo to the Airport 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 will 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.

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 the Airport 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 the City.

5. TEST: Integrated testing in a simulated CLT environment (CLT's Technology Lab or other area designated by the Airport). 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 Airport 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 the City comprehensive acceptance test plans and procedures that will clearly and conclusively demonstrate to the City's satisfaction whether the entire System and each component thereof meets all Specifications (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 the City'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 City 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. City Data Testing to ensure that the System performs in full compliance with the Specifications with data supplied by the City.

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 the City, 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. The City shall have the right to witness and object to each test performed pursuant to the Test Plan and Procedures. The Company shall provide the City 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 the City 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 nor Procedures shall be revised without the prior approval of the City.

d. SYSTEM ACCEPTANCE BY THE CITY:

i.   System Acceptance shall be deemed to occur only after the City 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 the City 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 the Airport 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 Airport staff to operate and maintain the System.

a. The Company will provide thorough training courses for all required Airport 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 the City 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 the City 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 the City, 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 the City'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 the City to ensure that at the time of cut-over, the System is functioning with equivalent or better performance to the configuration currently used by 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, the Airport's general expectations are set forth in the Contract.

c. All updates and integrations maintenance will be the responsibility of the Company.

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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 F.

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 the Airport 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. The City reserves the right to bring in a third party to conduct QC/QA or complete it internally, at the City's discretion.

EXHIBIT F – WARRANTY, LICENSE AND MAINTENANCE SERVICES

<mark>[Insert the following for on-prem services]</mark>

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.).

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 the City.

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.

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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 the City and require no license.

6. GRANT OF LICENSE. Subject to the restrictions set forth below, the Company grants to City 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 the City provides services through use of the System or other person or entity to which the City 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).
7. RESTRICTIONS ON USE. The City shall not use, copy, disclose or distribute the Software except as permitted by this License.
8. THIRD PARTY ACCESS. The City 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 the City will notify the Company. It is

understood by the City 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 the City has outsourced relevant functions.

9. SOURCE CODE. Company shall cause the Source Code for all Customizations (and updates and enhancements thereof) to be delivered to the City 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 The City 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 access that would prevent the City form having access to the personnel or services necessary to keep utilizing the System for the intended purpose.

10. ENHANCEMENTS AND UPDATES. Company shall provide enhancements and updates to the City for so long as the Maintenance Services are in effect. Upon delivery to the City, 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).

11. SOFTWARE LICENSE FOR EMBEDDED SOFTWARE. The Company grants to the City the right to use all software which is embedded in or included with the Hardware ("Embedded Software") to the full extent necessary for the City to use the Hardware in the manner set forth in this Contract. The City agrees to be bound by the terms and limitations of any licenses for Embedded Software which have been: (i) provided to the City in writing preceding delivery of such Hardware; and (ii) accepted by the City in writing. Notwithstanding the foregoing, in no event shall any terms or conditions of such licenses restrict the City from using the Hardware in the manner contemplated by this Contract, nor shall such terms or conditions in any way modify the City's rights under the License. License keys for all Embedded Software shall be provided to the City.

12. TRANSFER OF WARRANTIES. Without limiting the Company's obligations to provide warranty Services or the Maintenance Services, the Company hereby assigns and transfers to the City 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 the City 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.

13. REPLACEMENT EQUIPMENT. The Company shall execute all documents necessary to evidence the City's title to the Hardware, including Hardware replaced pursuant to warranty provisions or pursuant to the Maintenance and Support Contract.

14. DELIVERY. Company shall cause the Software to be delivered, configured, and integrated at the times set forth in Exhibit C, 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 the City 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 the City in order for the system to perform in accordance with the Specifications except for those items that are specifically listed as the City'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 the City will incorporate Customizations and Configuration at no charge beyond the Maintenance Fee. If requested by the City, the Company shall install New Releases and New Versions at no charge beyond the Maintenance Fee. All New Releases and New Versions provided to the City 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 the City.

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 the City'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 the City 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 the City 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 the City 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 the City'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, the City shall have the option to reject proposed New Technology and to accept less that the most current version of the Products by providing written notice to the Company.

    e. The Company shall make the New Technology available to the City 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 the City at the request of the City if the City 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 the City nor the amendment of this Contract to incorporate New Technology shall relieve the Company from its obligations under this Contract to satisfy the Specifications. 4

8. PATCHES. Company shall provide to the City all necessary patches as no additional costs. Patches shall be provided to the City within five (5) Business Days of release. If the Company does not receive acknowledgement of receipt from the City within five (5) Business Days of sending the Patch, the Company shall contact the City's Project Manager to ensure prompt receipt by the City.

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 City 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 the City 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, the City 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. The City 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 the City 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 City 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 the City with respect to the use of the Products and the correction of Defects, ("Remote Services"). The Company will make Remote Services available to the City 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 the City 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 the City from time to time, provided that the City shall give the Company notice of such procedures.

16. ACCESS TO FACILITIES AND PERSONNEL. In the event Company provides on-site support, the City shall provide the Company with reasonable access, without charge, to the City's facilities, appropriate personnel, and any other information reasonably requested by Company so as to enable Company to provide Services, provided that the City can do so at no significant cost to the City.

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 herein. The City 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 the City 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 the City's consent, which consent may not be unreasonably withheld.

Priority One Critical	Priority One applies if the problem could: • Include a major failure that impacts revenue collection, severely impacts the customer experience, and/or has a significant impact on the City'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	• 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 the City 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 without 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 the City. Final Resolution – Ten percent (10%) of the annual Maintenance Fees paid or payable by the City.

Priority Two	Priority Two applies if the problem could: - 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. Priority Two problems include aborts, but not loss of data or data corruption.
Response Time	- 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 the City
Non-Compliance Penalties	For non-compliance with the required response times, the following fees apply: Response time - $750 one-time penalty Update Frequency - $500 per missed occurrence Resolution – $750

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	• 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	For non-compliance with the required response times, the following fees apply: Response time - $500 one-time penalty Update Frequency - $200 per missed occurrence Final Resolution – $500 followed by a breach of contract claim

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 the City the next business day. The City may grant relief for the service hour requirement after reviewing these factors.

18. DISASTER RECOVERY. In the event of a disaster, the Services shall be provided to the City and/or a disaster recovery services vendor at the location of the disaster recovery efforts. 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 the City 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 the City with copies of the Technical Records as requested in writing from time to time by the City.

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 the City for approval a configuration plan in a format compatible with the City'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 the City 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 the City has consented in writing to allow access to ("Authorized Personnel"). The Company shall take appropriate steps to ensure 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.

The Company builds and maintains such "firewalls" as are reasonably necessary to ensure that access to the System is restricted in accordance with this Contract, and that Company's access will not create an opportunity for sabotage or improper use of the System.

[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]

1. 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. The City'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 City's data center, as identified in the City's sole discretion.

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iii. Company will provide a Cloud Services configuration that provides average City 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. The City is responsible for network integrations to all third-party products.

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 the City 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

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agreed upon scheduled time for maintenance and upgrades is to be negotiated (the "Scheduled Maintenance Window"). Company must receive authorization from the City before performing any scheduled maintenance.

    iii. UNSCHEDULED MAINTENANCE. In the event that Company determines that any unscheduled maintenance is necessary, Company must contact the City to get authorization before performing the unscheduled maintenance.

    iv. RELEASE UPGRADES. Unless the City directs otherwise in writing, Company will upgrade to New Releases within 1 year of release. Company will closely coordinate these upgrades with the City, including scheduled time and expected duration. Maintenance activities will be completed within the Scheduled Maintenance Window defined above.

2. LICENSE GRANT.

    a. The Company grants the City 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 the City purchases subscription services]

    b. Pursuant to this license, the City may:

      i. Use the Software and the Documentation for all purposes set forth or referenced in this Contract or the City's 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 the City which needs access to the System in order to accomplish its contractual obligations; and (c) any other person or entity to which the City needs to allow access; and

iii. Integrate the Software and the Documentation using its own resources or through a third party.

c. RESTRICTIONS ON USE. The City shall not use, copy, disclose or distribute the Software except as permitted by this License.

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

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

b. ACCEPTANCE. The Software shall not be deemed to have been accepted by the City until System Acceptance has occurred.

c. 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 the City's ability to use the Cloud Services as provided in this Exhibit.

d. As these Cloud Services are hosted by the Company, licensing of the Software to the City includes licensing and maintenance for any and all necessary components required for the Company to provide the Cloud Services (hardware, Platform Software, etc.)

e. The City may, at its sole option, cancel the Cloud Services and bring the Software on premise or the City may hire a third party to host the Software at no penalty to the City.

4. 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.

5. MODIFICATION TO OR DISCONTINUATION OF SERVICES. The City acknowledges that the Company may periodically, with written authorization from the City, 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

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disables a feature or functionality on which the City materially relies, the Company, at the City's request, shall use commercially reasonable efforts to substantially restore such functionality to the City.

Without limiting any other rights the City has to terminate the Contract, in the event that Company is unable to substantially restore such functionality, the City 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 the City, 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. The City also acknowledges that Company reserves the right to discontinue offering the Services. However, because moving to another solution may be a substantial effort for the City, the Company agrees to give the City as much written notice as possible, but not less than 180 days, before discontinuing the Services.

6. SERVICE LEVEL AGREEMENT.

    a. AVAILABILITY. Outside of Scheduled Maintenance, the Company guarantees 99.9% or greater uptime. Availability will be calculated per month, as follows: (Service Time – Non-excluded Downtime – Excluded Downtime)/ (Service Time – 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 City's Internet access or City-managed connectivity components; or (4) equipment or software managed by the City

        iii. "Non-excluded Downtime" is all downtime that is not Excluded Downtime

7. OTHER SERVICE LEVEL DEFINITIONS.

    a. "Resolution" means the problem was completely repaired and that no further actions are necessary

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b. "Workaround" means a temporary repair established to allow the City to continue use of the Cloud Services, until a permanent Resolution can be implemented.

8. SERVICE LEVEL REPORTS. Service Provider 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 the City on request, in the event that the City would like to validate the results.

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

a. Company will monitor all aspects of Cloud Services availability and will notify the City 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.

b. The City 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 the City 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 the City's consent, which consent may not be unreasonably withheld or delayed.

10. REMEDIES FOR FAILURE TO MEET RESOLUTION AND WORKAROUND TIMES. The City 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 the City with a refund of amounts paid for such year. Workarounds and resolutions must be agreed to by the City to be considered valid. The requirements set forth in the following chart apply to Cloud Services in the production environment, and not to testing or development environments.

Priority One: Critical	Priority One applies if the problem results in: • Cloud 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	• 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	• Six percent (6%) of the annual Cloud Services Fees paid or payable by the City 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 Cloud Services Fees paid or payable by the City.
Termination Trigger	Without limiting any other rights, the City has to terminate the Contract, the City 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 the City.

Priority Two: High	Priority Two applies if the problem results in: • 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	• 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	• Six percent (6%) of the annual Cloud Services Fees paid or payable by the City 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 Cloud Services Fees paid or payable by the City.
Termination Trigger	Without limiting any other rights, the City has to terminate the Contract, the City 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 the City.

Priority Three: Medium	Priority Three applies if the problem results in: • Small maintenance issues, non-critical bug fix with workaround, no immediate impact, single user, or record impact.
Service Level	• 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	Any problem related to the Service which does not fall within Priority One, Two, or Three and results in: • Enhancement Requests • Cosmetic Changes
Service Level	• 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

EXHIBIT H – TRAVEL AND EXPENSE REIMBURSEMENT PROTOCOL

I.   Transportation Expenses.

a.   Reasonable transportation expenses will be paid on the basis of actual costs. Requests for reimbursement for a transportation expense must include itemized receipts.

b.   Company is expected to use the most economically feasible mode of transportation giving consideration of time constraints, productive hours and distance involved. If Company elects to use a more expensive travel option, Company will only receive reimbursement equivalent to the least expensive option.

c.   The City will not pay additional expenses resulting from arriving earlier or staying later than necessary to conduct official business

d.   The use of a rental car requires a written business purpose explanation.

e.   Fines for parking violations, moving violations, speeding tickets, etc. are the responsibility of the Company and will not be reimbursed by the City.

II.   Air Travel.

a.   Company will not be reimbursed for priority airline boarding, US Customs Trusted Traveler Program fees, upgraded airline seats including preferred seating in coach, in-flight movie rental, flight insurance, or other voluntary amenity services.

b.   In lieu of fees for airport parking, transportation to the airport from origination via a TNC service, taxi, black car, etc. is reimbursable up to the total of the prevailing CLT Business Valet rates for the business trip.

c.   Per IRS, mileage to/from the airport is reimbursable only if traveling directly from the office to the airport and requires supporting documentation.

III. Driving Expenses. Company may be reimbursed for mileage based on the documented use of a private vehicle for business travel and in consideration of the most economical feasible transportation method; however, as per IRS guidelines, mileage between a residence and an airport is not reimbursable.

IV. Lodging Expenses.

a.   Lodging expenses will be paid by the City in accordance with the GSA lodging rate for a specific city.

b.   The City will pay lodging for the minimum number of nights required to conduct the assigned business.

c.   Company shall not be reimbursed for in-room movie rentals, laundry fees, fitness room fees, hotel room upgrades, or other voluntary, unspecified hotel amenity charges.

V.   Meals and Incidental Expenses.

a.   Company will be reimbursed on the GSA per diem basis for meals and incidental expenses incurred specifically during the business portion of travel. GSA per diems for meals and incidental expenses can be found at the GSA website www.gsa.gov/portal/content/110007.

b.   Incidental expenses consist of fees and tips for persons who provide services, such as porters and baggage carriers, incurred when traveling overnight.

VI. Miscellaneous Expenses. Company may be reimbursed for other business-related expenses, including local registration fees, parking fees, etc. Itemized receipts must be submitted with request for reimbursement for any such expenses.

VII. Documentation and Procedure.

a.   Itemized receipts for the cost of lodging, transportation (airfare, shuttles, light rail, taxis, parking, etc.) and registration fees must be submitted to be reimbursed.

b.   Mileage reimbursement requests must be supported by documentation evidencing actual mileage such as a Google Maps printout.

c.   If upon review of the travel expenses, any expense item requires additional clarification, the Company may be required to submit additional supporting documentation in the discretion of the City. If acceptable supporting documentation is not submitted, the expense item in question may be disapproved.