



**REQUEST FOR QUALIFICATIONS
FOR
SAFETY MANAGEMENT SYSTEM
CONSULTING SERVICES**

Date: July 10, 2023

RFQ Number: RFQ AVIA 23-65

Subject: Request for Qualifications for the following services:

SAFETY MANAGEMENT SYSTEM CONSULTING SERVICES

This letter extends an invitation for the submission of Statements of Qualifications (SOQs) to supply the Charlotte Douglas International Airport with the non-federally funded services as indicated above. SOQs 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 Monday, July 31, 2023.**

CLT is not hosting a pre-SOQs conference for this RFQ.

Any changes to the terms, conditions or specifications stated in this Request for Qualifications 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 elizabeth.erhartic@cltairport.com.

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

eBuilder "Invitation Key":

<https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=e3b014c5-3303-4775-b48a-e3d96826937c&bidpackageid=e9cf55c0-60ff-4b8c-9dc1-8b8f1602d836>

SOQs Due:

Monday, July 31, 2023, at 2:00 PM EST

Sincerely,

Danielle DiSanti
Supply Chain Manager
City of Charlotte – Aviation Department

Checklist for submitting a SOQs:

SOQs Format - SOQs should be formatted as follows:

- Form 1, SOQ Form
- Form 2, SOQ Qualifications and Requirements
- Form 3, Nondiscrimination Certification
- Form 4, CBI/DBE Program Requirements
- Form 5, Confidential Information

The above items constitute all that must be included in the Statement of Qualifications (SOQs). 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. INVITATION TO SUBMIT

Pursuant to this Request for Qualifications ("RFQ"), Charlotte Douglas International Airport ("CLT" or "Airport"), which is owned and operated by the City of Charlotte, North Carolina, is seeking statement of qualifications ("SOQ") from qualified and experienced firms (individually or collectively, the "Firm") interested in providing professional consulting services toward the completion and implementation of CLT's Safety Management System (SMS), an organization-wide approach to managing safety risk and assuring the effectiveness of safety risk controls. The initial phase of research and development will support and enable the second phase of implementation of CLT's SMS program ("The Program"). The Program shall comply with the concepts and attributes described in the Federal Aviation Administration (FAA) Advisory Circular 150/5200-37A dated February 16, 2023. The successful Firm will evaluate CLT's draft SMS implementation plan, as well as all Notices of Proposed Rule Making (NPRM), Supplemental Notices of Proposed Rule Making (SNPRM), the revisions to US Code of Federal Regulations, Federal Aviation Regulation (FAR) Title 14 Code of Federal Regulations (CFR) Part 139 and the Final Ruling issued by the FAA requiring Part 139 certificated airports to implement and maintain an airport SMS program (the "Work"). CLT further desires that the selected Firm(s) be available to provide Safety Risk Management (SRM) facilitation support, a key component of The Program. A full Scope of Work is attached hereto as **Exhibit A**.

The Scope of Work identifies two distinct components of the Work, referred to therein as Scope Item 1 and Scope Item 2. Firms are required to specify in their SOQ as to whether they are proposing on Scope Item 1, Scope Item 2, or both. CLT reserves the right in its sole discretion to select different Firms to complete Scope Items 1 and 2, or to select a single Firm to complete the entire Work. If two or more different firms are selected, the scope of work for each Firm will include a requirement that the Firms share their respective work/deliverables with one another to provide CLT with a consistent and unified set of procedures, specific to SRMs.

The Work will be governed by a contract between the selected Firm ("Company") and the City, a sample of which will be attached hereto as **Exhibit B** (the "Contract"). Firms are advised to carefully read and review the form Contract as they prepare their SOQs to this RFQ. CLT reserves the right to revise the terms of the form Contract at any time during the RFQ process and to negotiate different terms with the Company.

Firms are encouraged to also carefully review all sections of this RFQ including all attachments and exhibits as they prepare their SOQs. Failure to comply with the terms, conditions and requirements of this RFQ may result in disqualification of the Firm in the sole discretion of CLT.

B. SCHEDULE

DATE	ACTIVITY (All times are EST)
07/10/2023	Issue RFQ
07/17/2023	Deadline for Submission of Written Questions via eBuilder by 5:00 PM EST
07/31/2023	Statements of Qualifications are Due via eBuilder by 2:00 PM EST
08/09/2023	Firm Interviews (if applicable)
09/25/2023	City Council Date
11/01/2023	Estimated Start Date

CLT reserves the right to modify the deadline 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 FIRMS

1. Point of Contact

The point of contact for all submissions and correspondence regarding this RFQ will be Danielle DiSanti ("RFQ Project Manager") and may be reached by email at danielle.disanti@cltairport.com.

2. Questions and Addenda

The Airport is committed to providing all prospective Firms with accurate and consistent information in order to ensure that no Firm obtains an unfair competitive advantage. To this end, from the date of this RFQ through the Statement of Qualifications (SOQs) due date, no interpretation or clarification of the meaning of any part of this RFQ will be made orally to any prospective Firm with the exception of questions answered at the pre-SOQs conference.

Requests for interpretation or clarification must be submitted electronically to the RFQ 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 RFQ Schedule as the deadline for submission of questions. Any questions received after that time may not be addressed prior to the SOQs due date. When submitting a request for interpretation or clarification, Firms 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 RFQ 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 Firms are warned that no other source is authorized to give information concerning, explaining, or interpreting this RFQ. The receipt of each addendum must be acknowledged using the space provided on **Form 1** in **Section 2**. The Airport may not consider any SOQs that fails to acknowledge receipt of each issued addendum.

3. Attempts to Influence the Selection Process

Except for clarifying written questions sent to the RFQ Project Manager, all Firms, including any and all persons acting on their behalf, are strictly prohibited from contacting City staff or evaluation committee members on or regarding any matter relating to this RFQ from the time the RFQ is issued until the intent to award is communicated to Firms.

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

4. RFQ Acknowledgement

Firms shall thoroughly examine and become familiar with this RFQ, including forms, attachments, exhibits and any addenda that may be issued. The failure or the neglect of a Firm to receive or examine any RFQ document shall in no way relieve it from any obligation with respect to its SOQs or the obligations that flow from making a selected SOQs. No claim based upon a lack of knowledge or understanding of any document or its contents shall be allowed. **Please acknowledge receipt of this RFQ by email on or before the date stated in the RFQ Schedule using the Request for Qualifications Acknowledgement form attached hereto as Form 1.** This form will provide CLT with an attendee count for the Pre-SOQs Conference. Firms are required to email the completed Request for Qualification Acknowledgment to the RFQ Project Manager at the email listed above.

5. SOQs Format

SOQs shall consist of all forms included in this RFQ ("Forms") and any additional information relevant to the Work that the Firm believes will be helpful in adding CLT in making its decision. Responses must be typewritten or completed in ink and signed by an authorized representative. Any erasures or corrections must be initialed and dated by the authorized representative that signs the Forms. CLT desires all SOQs to be identical in format in order to facilitate the

evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the SOQs.

6. Submission Requirements

Unless otherwise indicated, submission must be delivered as follows:

- Electronically through eBuilder eBidding Portal using the following link:

<https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=e3b014c5-3303-4775-b48a-e3d96826937c&bidpackageid=e9cf55c0-60ff-4b8c-9dc1-8b8f1602d836>

Failure of the firms to organize the information required by this RFQ as outlined herein may result in CLT, at its sole discretion, deeming the Firm non-responsive to the requirements of this RFQ. The Firm, however, may reduce the repetition of identical information within several sections of the SOQ by making the appropriate cross-references to other sections of the SOQ. Appendices for certain technical or financial information may be used where appropriate.

7. SOQs Terms are Firm and Irrevocable

The signed SOQ shall be considered a firm offer on the part of the Firm. All SOQ responses (including all statements, claims, declarations, prices and specifications in the SOQs) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by CLT. The selected Firm should be prepared to have its SOQ and any relevant correspondence or documentation incorporated into the Agreement, either in part or in its entirety, at CLT's election. Any false or misleading statements found in the SOQ are grounds for disqualification of the Firm and termination of the Agreement.

This RFQ does not constitute an offer by CLT. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of CLT unless CLT and the Firm execute the Contract following award of such agreement by the City Council.

8. Withdrawal of SOQs; Correction of Errors

Withdrawal of the SOQs may occur at any time prior to the submission deadline as set forth in the RFQ Schedule above, by written request, sent by email to the RFQ 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 SOQs by telephone or facsimile shall not be considered a valid request to withdraw a SOQs. Withdrawal of one SOQs will not preclude the submission of another timely SOQs but no withdrawal will be allowed after the submission deadline.

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

9. Disqualification of SOQs

Without in any way limiting CLT's right to reject any or all SOQs, Firms are advised that any of the following may be considered as sufficient cause for the disqualification of a Firm and the rejection of a SOQs: (i) failure to meet the eligibility requirements set forth in the Specifications; (ii) submission of more than one SOQs by an individual, firm, partnership or corporation under the same or different names, including the names it does business under unless multiple or alternative SOQs were specifically requested under this RFQ; (iii) evidence of collusion among Firms; or (iv) improper communication as described above. SOQs will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate SOQs or other irregularities of any kind. All of the foregoing notwithstanding, however, CLT reserves the right to waive any such irregularities.

10. Selection Criteria and Minimum Requirements

Upon review and evaluation of all qualifying SOQs, including any interviews that the CLT may require, the Evaluation Committee will select and recommend the Firm that, in its sole judgment, is most responsive in meeting the requirements and objectives of this RFQ as set forth below.

1. Demonstrated experience of Firm in providing similar services for comparable airport projects within previous five (5) years; identify key qualifications, certifications and credentials.
2. Demonstrated experience of proposed sub-consultants or sub-contractors in providing similar services for comparable airport projects within previous five (5) years; identify key qualifications, certifications and credentials.
3. Identification of the project team that will be performing the Work including:
 - Qualifications, certifications and other key credentials of each team member;
 - Demonstrated experience of each team member on comparable airport projects;
 - Geographic location of each team member; and
 - Current workload of each team member.
4. Proposed approach to the performance of the Work and identification of key issues, considerations and challenges specific to CLT.
5. A description of the Firm's resources to complete Work including without limitation; technical resources, software, hardware, other.
 - Where applicable, ability to provide plans in AutoCAD and provide the City with drawing files (See "Digital CAD Specifications for Airport Projects" attached to the Agreement);
 - Where applicable, ability to work with and provide GIS files compatible with the Airport's ALP and other related GIS-based files;

- Where applicable, the ability to provide graphics and renderings suitable for presentation at meetings with elected officials, media events, public meetings, and printed and/or web-based publications;
6. A description of the Firm's proposed plan to comply with the CBI Program.
 - While the City has set the MWSBE participation goal ("CBI Goal") at zero percent (0%) the Firm is required to submit a CBI Form #3 that includes all subcontractors that will participate on the proposed Work. In the event that the firm does not plan to utilize subcontractors, the CBI Form #3 should still be included in the Firm's proposal indicating that all proposed Work will be self-performed.
 7. References; include contact information and description of work for each reference.
 8. SOQ responsiveness and completeness
 - Identify contract terminations within previous 10 years at other airports and explain circumstances.
 - Identify bankruptcies within previous 10 years and explain circumstances.
 - Identify pending claims or lawsuits between Firm and other airports and explain circumstances.
 9. Financial assurances such that CLT can assess Firm's ability to complete the Work.

11. Evaluation Committee and Award of Contract

The Aviation Director, or his designee, will appoint an Evaluation Committee to review all SOQs. As part of the evaluation process, the Evaluation Committee may engage in discussions with any Firm to determine in greater detail the Firm's qualifications and to learn about the Firm'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 Firms to make presentations to the Evaluation Committee or appear before CLT and/or its representatives for an interview. During such interview, the Firm may be required to present its SOQs 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. Firms 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. The Evaluation Committee will select and recommend the Firm that it determines, in its sole discretion, 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 and approval by City Council. Upon Firm's execution of the

Contract, the Aviation Director may submit it to City Council for approval. 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 their option, select another Firm.

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. The City shall have no obligations under this RFQ until City Council has formally approved the award of the Contract to the Company and the Contract has been executed by both parties.

12. 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 RFQ at any time;
- ii. To issue additional requests for information;
- iii. To require a Firm to supplement, clarify or provide additional information in order for CLT to evaluate its SOQs, including without limitation, requests to provide samples of items requested under this RFQ;
- iv. To conduct investigations with respect to the qualifications and experience of each Firm;
- v. To waive any defect or irregularity in any SOQs received;
- vi. To share the SOQs with City and/or CLT employees other than the Evaluation Committee as deemed necessary;
- vii. To award all, none, or any part of the Work set forth in this RFQ to one or more Firms as is in the best interest of CLT with or without re-solicitation;
- viii. To discuss and negotiate with selected Firm(s) any terms and conditions in the SOQs 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 SOQs submitted; and
- xi. To re-advertise for SOQs using this RFQ or a different RFQ or solicitation.

13. Accuracy of RFQ and Related Documents

CLT assumes no responsibility for conclusions or interpretations derived from the information presented in this RFQ, 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 RFQ or any documents other than those provided by CLT through the issuance of addenda. In no event may a Firm rely on any oral statement in relation to this RFQ.

Should a Firm find discrepancies or omissions in this RFQ or any other documents provided by CLT, the Firm should immediately notify CLT of such discrepancy or omission in writing, and a written addendum may be issued if CLT determines clarification necessary. Each Firm requesting

a clarification or interpretation will be responsible for delivering such requests to CLT as directed in this RFQ.

The information contained in this RFQ 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.

14. Firm's Cost of SOQs Preparation

Firms are responsible for any and all costs associated with the RFQ process including, but not limited to, the creation of their statement of qualifications and any interviews (if applicable). CLT will not accept any promotional items as part of the RFQ process and any such items included will either be discarded or, if so requested, returned to the Firm at Firm's cost.

15. 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 SOQs, respondent agrees to hold the City harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

16. Right to Terminate Negotiations / Discussions

The Firm's participation in this process might result in CLT selecting the Firm to engage in further discussions including the negotiation of the Agreement. The commencement of such discussions and negotiations, however, does not signify a commitment by CLT to execute the Agreement or to continue discussions and negotiations. CLT may terminate discussions and/or negotiations at any time and for any reason prior to the award of a binding contract by the City Council, and either abandon the selection process or select another Firm with whom to enter into negotiations.

17. Ownership and Public Records Law

All SOQs and supplementary material provided as part of this process will become the property of the City. Firms are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Firm 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 SOQs, each Firm agrees that the CLT may reveal any trade secrets or confidential information to CLT staff, consultants or third parties assisting with this RFQ and resulting Contract. Where information is marked Trade Secret

or confidential, Firm agrees 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 Firm's designation of said material as a trade secret or confidential.

18. 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 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it 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.

19. E-Verify

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

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

Where applicable, the successful Firm 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.

21. Charlotte Diversity and Inclusion Programs

The City complies with two different programs, the Charlotte Business INclusion ("CBI") Program and the Disadvantaged Business Enterprise ("DBE") Program, depending on the funding source associated with the Work.

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

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

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

D. FORMS The following forms are required for submitted SOQs to be considered complete and responsive. Forms should be completed in compliance with the SOQs format and submission requirements set forth above.

SECTION 2: FORMS

FORM 1

STATEMENT OF QUALIFICATIONS (SOQs) FORM

A. COVER LETTER

The SOQs must include a cover letter including the name, address and telephone number of the Firm 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 RFQ.

B. NON-COLLUSION AFFIDAVIT

In submitting this Statement of Qualifications (SOQs), the Firm hereby declares that the only person or persons interested in this SOQs as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this SOQs or in the contract to be entered into; that this SOQs is made without connection with any other person, company or parties submitting a SOQs in response to this RFQ; and that it is in all respects fair and in good faith without collusion or fraud. Firm 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 the Firm, and that any such officer, employee or agent of the City having a present interest in the business of the Firm shall not have any such interest at any time during the term of the Contract should it be awarded to the Firm.

C. ACKNOWLEDGEMENT OF ADDENDA

Firm further declares that it has examined the RFQ 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 RFQ. Acknowledgment is hereby made of receipt of the following Addenda (identified by number) since issuance of the RFQ. ***Failure to acknowledge all addenda may result in disqualification of the Firm.***

Addendum Number	Date

D. SUBCONTRACTORS

Firm 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

For each exception listed below include the relevant page number and section of the RFQ. If none, state "None". Exceptions representing material changes to the RFQ's terms (including the form Contract) are grounds for rejection of the SOQs.

Page & Section Number	Section Title	Exception and Proposed Change

F. VERIFICATION AND CERTIFICATION OF AUTHENTICITY OF SOQs

The information contained in this SOQs 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 SOQs 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 SOQs is the duly authorized official act of the Firm and the person(s) executing this SOQs and is in accordance with the terms and conditions as set forth in the RFQ.

The Firm is duly authorized and designated to execute this SOQs on behalf of and as of the official act of the Firm, this _____ day of _____, 20__.

Company Name: _____

Address: _____

Signature: _____

Printed Name: _____

Title: _____

Phone Number: _____

E-Mail Address: _____

FORM 2
QUALIFICATIONS AND FIRM REQUIREMENTS

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

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

A. FINANCIAL CAPACITY

Firm is expected to have the financial ability to move forward with the Work, however, Firm's financial information will not be a required as part of the SOQs. Upon inspection of the SOQs, CLT reserves the right to request all financial information it deems relevant in assessing the validity of the SOQs. 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 SOQs, the City requests that the Firm submit financial information as part of its SOQs, the Firm 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 Firm'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 RFQ;
- 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 Firm 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. FIRM HISTORY

Question	Yes/No	If Yes, include an explanation
Has Firm 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 RFQ?		
Does the Firm have any past due arrearages or is the Firm in breach of any previous or existing contract with the City?		
Has Firm declared bankruptcy in the past ten (10) years?		
During the past ten (10) years, have any of Firm'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 RFQ 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:	

FORM 3
NONDISCRIMINATION CERTIFICATION

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

1. In preparing the enclosed SOQs, the Firm has considered all SOQs 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 SOQs submitted with this certification and terminate any contract awarded based on such SOQs. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Firm 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 Firm 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 SOQs submitted by the Firm and terminate any contract awarded on such SOQs. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Firm to any remedies allowed thereunder.
5. As part of its SOQs, the Firm shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Firm in a legal or administrative proceeding alleging that Firm 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 SOQs to the City, the Firm agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

Company Name: _____
Signature: _____
Printed Name: _____
Date: _____

FORM 4
CHARLOTTE BUSINESS INCLUSION PROGRAM OR DISADVANTAGED ENTERPRISE
PROGRAM REQUIREMENTS

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 SOQs 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 RFQ, 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 SOQs 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 Firm, 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: _____

SECTION 3: CONTRACT

EXHIBIT A SCOPE OF WORK

1. **Summary.** CLT is seeking statements of qualifications (“SOQs”) from Firms capable of providing professional on-call consulting services to support the completion and implementation of CLT’s Safety Management System (“SMS”) Program (“The Program”), as well as additional on-call services described herein. A Firm may submit for one or both of the Scope Items defined below. Firms are required to specify in the cover letter to their SOQs which Scope Item they are proposing to address.

The consulting services requested in this RFQ will emphasize the following:

1. Identify best practices and deliver a list of recommendations for changes to draft SMS plan(s) and existing safety reporting processes and methods currently used by CLT to comply with Federal Aviation Regulation (FAR) Title 14 Code of Federal Regulations (CFR) Part 139 (“14 CFR Part 139”). These recommendations will be based upon all Notices of Proposed Rule Making (NPRM), Supplemental Notices of Proposed Rule Making (SNPRM), the revisions to US Code of Federal Regulations 14 CFR Part 139, and the Final Ruling issued by the FAA requiring Part 139 certificated airports to implement and maintain an airport SMS program, independent research, and other airport best practices;
2. CLT further desires that the selected Firm(s) be available to provide, on an as-needed basis, Safety Risk Management (SRM) facilitation support services, a key component of The Program.

All services required will be scoped and funded by individual Task Orders issued by the airport. The selected Firm(s) will be an external source of SMS expertise and assistance to the Airport’s SMS Operations Section, which is a subdivision of the Airport Operations Division.

The contract(s) will be in effect for a period of three (3) years, with the potential for two (2) additional one (1) year renewal opportunities. Professional consulting services must support plan completion and implementation strategies. Additionally, CLT seeks professional services to support SRM panel facilitation. CLT may select one or more Firms to complete one or both of these tasks, depending on The Firm(s)’ qualifications and capability to complete such tasks. Firms should include as part of the SOQ the proposed individual’s or team’s workload, as well as at least one example of exhibits, reports, models, or other relevant materials created previously by The Firm, in response to a request for services to the Work set forth below.

The Firm(s) will be required to work with other consultants and contractors of CLT. On behalf of CLT staff, The Firm(s) may also be required to interface and coordinate with other airport tenants, such as airlines, concessionaires, and Federal Agencies, such as the Federal Aviation

Administration ("FAA") and Transportation Security Administration ("TSA"), as well as other agencies and project stakeholders.

Tasks performed under the On-Call SMS Services contract may will be locally funded. The Firm will be notified of the funding type during assignment of the task, which will require compliance with all applicable regulations and advisory circulars.

Specifics consulting services that Firms may provide for each scope item under this contract may include, but are limited to:

Scope Item 1 – SMS Program Completion and Implementation

Scope Item 1 focuses on The Firm's capability to assist in completing and implementing a successful SMS Program. Specifically, The Firm(s) should anticipate needing to provide on-call, as needed consulting related to the following tasks:

1. Reviewing and finalizing a draft SMS Program document, which may include, but is not limited to:
 - A. Revision or addition of text content;
 - B. Revision or addition of exhibits (graphs, images, promotional material, etc.);
 - C. Collection of data and/or information, organization of such data and/or information, and addition or modification to the draft SMS Program document based on this new data and/or information;
 - D. Site visits and assessments.
 - E. Review of existing programs that support CLT's safety posture and compliance with 14 CFR Part 139.
 - F. Assisting with interviews of stakeholders relevant to The Program.
2. Assisting with the preparation of final SMS Program submittal materials to the FAA. This activity may include, but is not limited to: including preparation of memorandums, response to letters of inquiry related to the SMS Program from the FAA, and time-sensitive modifications to the document based on guidance and/or feedback from FAA officials;
3. Implementing a SMS Program in a large hub airport environment, which may include:
 - A. Establishing and maintaining an anonymous reporting database;
 - B. Assisting in the design and content creation of promotional materials (both physical and digital);
 - C. Assisting with the development and implementation of SMS training curriculum;
 - D. Providing guidance to form a new SMS/Safety Action Group;
 - E. Assisting in the design and creation of a SMS webpage/website;
 - F. Participating in meetings relevant to CLT's SMS program and providing subject matter expertise both in an open forum setting with stakeholders and in a closed-session forum with the CLT SMS team.
 - G. Assisting in identifying program gaps after The Program is implemented.

- H. Assisting in the development of a Safety Risk Management Program to supplement the overall SMS Program.
 - I. Assisting in conducting gap analyses.
4. Reviewing existing airline and other tenant safety plans. After reviewing said plans, providing recommendations and subsequent assistance in developing a data sharing and reporting plan, should one be necessary. This data sharing and reporting plan should adhere to the requirements set forth in FAA AC 150/5200-37A (2/16/2023 edition), section 2.6.
 5. Providing expertise related to the development of software or other computer-based programs in support of The Program.

Scope Item 2 – Safety Risk Management (“SRM”) Panel Facilitation Services

Scope Item 2 focuses on The Firm’s capability to provide on-call SRM Panel Facilitation Services. Firms submitting SOQs for this Scope Item should have a strong understanding of a SRM Program within a SMS Program. The Firm(s) should provide specific examples of this knowledge, as well as any previous experience providing SRM Panel Facilitation Services at 14 CFR Part 139 certificated airports.

If multiple Firms are awarded a contract to perform services related to Scope Item 2, the awarded Firm(s) will be provided a/multiple Task Order(s) based on:

- The Firm’s conflict of interest, or lack thereof, related to the SRM Panel needing facilitation.
- The Firm’s capability to provide a qualified facilitator on the date of the SRM Panel.
- The number of Firms awarded contracts related to this Scope Item and, subsequently, the number of SRM Panels performed over the contract period.

CLT will provide the appropriate number of documents, training, and written expectations related to SRM Panel Facilitation to The Firm(s) upon award of this Scope Item.

The Firm(s) should anticipate needing to provide the following on-call, as needed services to support the SRM program:

1. The capability to provide a facilitator or facilitators to complete the SRM Panel. To be qualified, a facilitator must:
 - A. Be thoroughly familiar with CLT’s SMS & SRM Programs, 14 CFR Part 139, and advisory circulars relevant to SMS and the SRM process;
 - B. Become familiar with the project scope for each assigned Task Order in advance of each SRM Panel;
 - C. Possess the aptitude and capability to lead and complete the SRM Panel professionally and efficiently;
2. Completion of forms, memorandums, and other supporting documents prior to, during, and after each SRM Panel. Examples of these items may include, but is not limited to:

- A. SRM Panel Participant List;
 - B. Construction Safety Phasing Plan Memorandums;
 - C. Documentation of hazards identified and subsequent risk analysis/assessment;
 - D. SRM Panel presentation materials (i.e PowerPoint presentations);
 - E. An overall "SRM Package" document, which will provide a comprehensive overview of The Program, the project, and SRM panel procedures. This document will be distributed to participants in advance of the date of the SRM panel facilitation.
 - F. SAS-1 form(s).
3. Liaising with other consultants, contractors, project managers, and CLT staff related to new, ongoing, or proposed projects. This liaising will be specific to the SRM panel and program, as necessary to carry out the requirements of CLT's SMS & SRM Programs.
2. **Term of Contract.** The term of the Contract shall be for three (3) years with two optional one year renewals.
3. **Post Award Conference.** A post-award conference may be scheduled as soon as practical after the award of the Contract. The Company shall attend the conference along with the Company's prospective Project Manager and any anticipated major subcontractors and shall provide at such conference a written schedule for the delivery of any Work for which no delivery dates have been specified in this RFQ.
4. **Notice to Proceed.** The Company shall not commence work or make shipment under this RFQ 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.
5. **Additional Services.** The Airport may in its discretion purchase from the Company additional services 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.
6. **Compliance With Security Measures. Company acknowledges and agrees that:**
- 6.1 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 ("Airport Security Program") and enforced by the Transportation Security Administration;
- 6.2. 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;
- 6.3. 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;

6.4. Company shall company and ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing; and

6.5. Company may also have to comply with additional project specific requirements, which if applicable, will be included in the Specifications or scope of work of this Contract; and

6.6. City shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or his officers or employees to obtain a Security Badge, regardless of the reason; and

6.7 Pursuant to the discretion of CLT, the Company may be required designate at least two personnel as "authorized signers." The authorized signers must hold a valid CLT badge and are responsible for all required training and the completion of all required documents and process steps to secure and retain valid CLT badges for the employees and subcontractor employees. The authorized signers may need to conduct these activities at the CLT airport.

7. **Badging.** 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.
8. **Safety and Health.**
 - a. The Company agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Company's commitment to comply with all federal (OSHA), state and local laws and regulations. The Company agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly mitigate all hazards and unsafe conditions its onsite investigation reveals.
 - b. The Company agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the CLT has undertaken or assumed any part of that responsibility.
 - c. The Company will provide employees with safety and health orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment. The Company agrees to pay employees for attending such orientations and training. The Company will not ask or allow any employee to work or operate any equipment until the employee has received all relevant safety and health training.
 - d. The Company will furnish, at its expense, all safety and personal protective equipment (PPE) required by the hazard assessment conducted by the Company prior to beginning work for the protection of employees.
8. **Federal Grant Requirements.** This project is not subject to federal grant funding.

9. **Other Agencies.** At the option of the Company, the services and/or products provided under the Contract resulting from this solicitation may be provided to other governmental agencies, counties, and cities under the same terms and conditions (such as price, services, and products) that are described in this Contract. Each governmental agency allowed by the Company to purchase goods and/or services in connection with this Contract shall do so independently of the City; such agency is responsible for its own purchases and must review the goods and/or services prior to acceptance. The City shall have no liability to any entity arising from such third party's purchase of goods and/or services from Company in connection with this Contract.

EXHIBIT B
SAMPLE CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. _____

CONTRACT TO PROVIDE:

[Insert project name goods or services]

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

Statement of Background and Intent

- A. The City 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: **[NOTE exhibit references may need updating as exhibits are added or removed]**

Exhibit A: Scope of Work

Exhibit B: Statement of Qualifications

Exhibit C: Invoicing Requirements

Exhibit D: Letters of Intent **[Remove if no CBI/DBE requirement]**

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

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

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

2. **TERM.** The term of the Contract will be for **[insert term]** 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.

[Choose the first option for hourly rates, time and material, or other cost uncertain or unrestricted contract or the second option for lump sum, no expected changes in cost]

3. **COMPENSATION.** The Company shall provide the Work in accordance with the Specifications set forth in **Exhibit A** to this Contract. The City shall pay the Company for the Work delivered in compliance with the Specifications and at the prices set 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**. The estimated initial value of this Contract is **[Insert Amount (\$XXXX)]**.

COMPENSATION. The Company shall provide the Work in accordance with the Specifications set forth in **Exhibit A** to this Contract. The City shall pay the Company for the Work delivered in compliance with the Specifications and at the prices set forth in **Exhibit B**. The maximum payable under this Contract shall not exceed **[Insert Amount (\$XXXX)]**. 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.]

4. **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 E** 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.

5. **BILLING.** Each invoice sent by the Company shall reference the appropriate contract number, purchase order (PO) number and PO line number for each item on the invoice. The City prefers *not* to receive invoices for goods and services paid for via a purchase card (P Card). When presenting an invoice that has been paid via a P Card, indicate the total dollar amount due as "\$0.00".

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. However, at no time should invoices be submitted for what that has yet to be completed. The Company shall send one (1) copy only of each invoice to: cocap@charlottenc.gov with copy to the City's Project Manager.

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the services.

Payment of invoices shall be due within thirty (30) days after the City has received 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. Detailed billing information is set forth in the Invoice Requirements, attached hereto as **Exhibit C**.

6. **GENERAL WARRANTIES.** Company represents and warrants that
 - 6.1. It is a legal entity, validly existing and in good standing under the laws of the State or Country where it is registered, and is qualified to do business in North Carolina;
 - 6.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 6.3. The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 6.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 6.5. In connection with its obligations under this Contract, it, and any of its subcontractors, shall comply with all applicable federal, state and local laws and regulations and shall obtain and provide to the City all applicable permits and licenses within ten (10) days of the Company receiving notice of award and within twenty-four (24) hours of demand at any time during the term; and
 - 6.6. The Company shall not violate any agreement with any third party by entering into or performing this Contract.

- 6.7. The Company has sufficient expertise and resources to perform under this Contract.
 - 6.8. The Work shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 6.9. The Company guarantees the materials and workmanship on all materials and services provided under the Contract and that it will fix any defects at its own expense that are discovered during the guarantee period at the time designated by and to the satisfaction of the Airport;
 - 6.10. All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge; and
 - 6.11. The Work provided by the Company under this Contract will not infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.
7. **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, obligations, liabilities and expenses are caused by the 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 in Section 8 of the Contract, which shall include coverage for the contractual liability described herein. In any case in which Company provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. This provision shall survive the expiration or early termination of the Contract.
8. **INSURANCE.** The Company shall provide and maintain at its expense during the term of this Contract the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the City as approved by the City's Risk Management Division and evidence of such programs satisfactory to the City shall be delivered to the City on or before the effective date of this Contract. Such evidence shall specifically identify this Contract and shall contain the express condition that the **City is to be given written notice within ten (10) days of any modification or termination of any program of insurance.**
- 8.1. Automobile Liability. Evidence of current automobile insurance (attach copy of automobile Policy declarations Page(s) in the case of Personal Auto) which show the vehicle and coverage amounts as the appropriate one of the following:
 - 8.1.1. If the Company owns or leases commercial vehicles to provide goods or perform a service under this Contract, Automobile Liability must be provided at a limit of not less than \$1,000,000 per accident, combined single limit, each occurrence, for

bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.

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

8.1.5. However, if the Company has access to the Aircraft Operation Area (AOA), all automobile liability insurance limits shall increase to \$5,000,000.00 per accident, combined single limit, each occurrence.

- 8.2. Commercial General Liability. Insurance with a limit not less than \$1,000,000 **[\$5,000,000 (inside the fence)]** per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.
- 8.3. Professional Errors & Omissions. Insurance with a limit of not less than \$1,000,000 per claim, \$1,000,000 aggregate as shall protect the Company and the Company's employees for negligent acts, errors or omissions in performing the professional services under this Contract.
- 8.4. Worker's Compensation and Employers Liability. Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit. **If the Company does not employ more than 2 full time employees, Company must attest this fact on company letterhead and include such letter in this Contract.**

9. OTHER INSURANCE REQUIREMENTS.

- 9.1. "City of Charlotte, 600 East Fourth St. Charlotte, NC 28202" shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this Contract.
- 9.2. The Company shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this section and furnished the

City with proof of insurance coverage by certificates of insurance accompanying the Contract.

- 9.3. The Company shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.
- 9.4. All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Company must submit evidence of the right to self-insure as provided by the State of North Carolina.
- 9.5. The Company insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this Contract. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees.
- 9.6. The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Company and/or subcontractor.

10. **TERMINATION.**

- 10.1. TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving thirty (30) days written notice to the Company.
- 10.2. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 10.2.1. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 10.2.2. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 10.2.3. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

- 10.2.4. Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.
- 10.3. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, 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):
- 10.3.1. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the solicitation, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 10.3.2. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements or failure to provide the proof of insurance as required by this Contract.
- 10.3.3. The Company fails to meet delivery times or the Work does not comply with the terms of this Contract as set forth in **Exhibit A**.
- 10.4. TERMINATION CONVERSION. If the Contract is terminated by 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 effected for the convenience of the City and the Company shall be paid through the date of the termination.
- 10.5. NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 10.6. OBLIGATIONS UPON EXPIRATION OR TERMINATION. In the event this Contract is terminated by 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.
- 10.7. NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of the Work or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an

order of a court of competent jurisdiction determines otherwise.

10.8. AUTHORITY TO TERMINATE. The Aviation Director or his designee is authorized to terminate this Contract on behalf of the City.

11. **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.

12. **REMEDIES.**

12.1. Right to Cover. 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:

12.1.1. 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

12.1.2. 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.

12.2. Right to Withhold Payment. If the Company breaches any provision of this Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

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

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

13. **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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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:
 - 18.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
 - 18.2. Acting as the Company's point of contact for all aspects of the Contract administration, including invoicing for the Work, and status reporting;
 - 18.3. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
 - 18.4. Communications among and between the City and the Company's staff;
 - 18.5. 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;
 - 18.6. 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;

- 18.7. Ensuring that adequate quality assurance procedures are in place through the duration of the Contract term; and
- 18.8. 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.

19. **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:

- 19.1. That its 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.
- 19.2. 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.

20. **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:

- 20.1. All information reasonably required by the Company to perform each task comprising the Work;
- 20.2. The City's personnel whose presence or assistance may reasonably be required by the Company to perform each task comprising the Work; and
- 20.3. 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.

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

21.1. 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 ("Airport Security Program") and enforced by the Transportation Security Administration;

21.2. 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;

21.3. 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;

21.4. Company shall company and ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing; and

21.5. Company may also have to comply with additional project specific requirements, which if applicable, will be included in the Specifications or scope of work of this Contract; and

21.6. City shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or his officers or employees to obtain a Security Badge, regardless of the reason; and

21.7 Pursuant to the discretion of CLT, the Company may be required designate at least two personnel as "authorized signers." The authorized signers must hold a valid CLT badge and are responsible for all required training and the completion of all required documents and process steps to secure and retain valid CLT badges for the employees and subcontractor employees. The authorized signers may need to conduct these activities at the CLT airport.

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

23. **FEDERAL CIVIL RIGHTS REQUIREMENTS.**

23.1. General Civil Rights. In all its activities within the scope of its airport program, the Company agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identify), age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that

required of Title VI of the Civil Rights Act of 1964. The above provision binds the Company from the solicitation period through the completion of the contract. The above provision also obligates the Company 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:

23.2. 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

23.3. the period during which the airport Sponsor or any transferee retains ownership or possession of the property.

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

23.4.1. Compliance with Regulations: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. The current version of the Title VI List of Pertinent Nondiscrimination Statutes and Authorities is included in Section 24 below.

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

23.4.3. 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 Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

23.4.4. Information and Reports: The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources

of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a 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.

23.4.5. 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.

23.4.6. 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.

24. **TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES.** During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

24.2. 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);

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

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

- (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 24.5. The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - 24.6. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 24.7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - 24.8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodations, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - 24.9. The Federal Aviation Administration’s Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 24.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - 24.11. 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 (2005)];
 - 24.12. 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.*).
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 that contemplated by this Contract.
26. **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 subcontractor.

27. **NO LIENS.** All products provided under this Contract shall be delivered and remain free and clear of all liens and encumbrances.
28. **BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under the Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under the Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven years; and (b) a reference check.
- 28.1. 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.
- 28.2. The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.
- 28.3. 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.
29. **CHARLOTTE DIVERSITY AND INCLUSION PLAN.** The City is committed to diversity and inclusion and complies with two different programs, the Charlotte Business INClusion ("CBI") Program and the Disadvantaged Business Enterprise ("DBE:") Program, depending on the funding source associated with the Work. The terms and conditions of the applicable program are attached hereto in **Exhibit B**.
30. **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:
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	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard
	Charlotte, NC 28208
	Phone: 704-
	Fax:
	E-mail:
With Copy To:	With Copy To:
	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard
	Charlotte, NC 28208
	Phone:
	Fax:704-3
	E-mail:

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

31. MISCELLANEOUS.

- 31.1. Non-Exclusivity. The Company acknowledges that it is one of several providers of the Work to the City and the City is not obligated to contract with the Company for any particular project.
- 31.2. Time is of the Essence. Time is of the essence in having the Company perform all Work and deliver all items within the time frames provided by this Contract and **Exhibit A**, including all completion dates, response times and resolution time. Except as specifically stated in the Contract, there shall be no extensions of the stated time frames. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless the Contract provides otherwise for a specific situation.
- 31.3. Entire Contract. 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 and Bid, written or oral.
- 31.4. Amendment. No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.

31.5. Assignment, Transfer and Subcontracting. No part of this Contract shall be assigned, transferred or subcontracted by the Company, absent prior written approval by the City, which shall not be unreasonably withheld.

31.6. Service Changes and Change Orders. In the event changes to the Work (collectively "Change"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written amendment to this Contract executed by both parties. The amendment shall set forth in detail (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Work including the impact on all delivery dates and any associated price.

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

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.

31.7. Governing Law and Jurisdiction. 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.

31.8. Binding Nature and Assignment. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 31.13 constitute an assignment.

31.9. Survival of Provisions. Those Sections of the Contract and the Exhibits which by their nature would reasonably be expected to continue after the termination or natural expiration of the Contract shall survive the termination or natural expiration of the Contract, including but not limited to all definitions and Sections 6.9, 6.10, 7, 10.5, 10.6, 11, 12, 14, 15, 25, 30, and 31.

31.10. Severability. The invalidity of one or more of the phrases, sentences, clauses or

sections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 31.11. No Manufacturer or Dealer Advertisement. No manufacture or dealer shall advertise on goods delivered to the Airport without prior approval by the Aviation Director, or his designee.
- 31.12. Waiver. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 31.13. Change in Control. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 31.14. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay or interpretation in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond the control of that party including, but not limited to, court order, shortages of materials, acts of God, act of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or other circumstances for which such party is not responsible, which the party cannot reasonably circumvent or which are not in its power to control, for as long as such cause continues. This Section does not include strikes, slow-downs, walkouts, lockouts and individual disputes.
- 31.15. No Limitations on Disclosure. 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.
- 31.16. No Bribery. 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.

- 31.17. Familiarity and Compliance with Laws and Ordinances. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Work. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 31.18. Taxes. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Work.
- 31.19. Prompt Payment. 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.
- 31.20. Ownership of Work Product. The City shall own title to and all intellectual property rights in and to all documents, reports, specifications, designs, developments, computations, and other materials prepared, obtained or delivered under the terms of this Contract (collectively the "Deliverables"). The City may use, transfer, copy and distribute the Deliverables without restriction or limitation. The City accepts responsibility for any changes made by the City to these Deliverables after final submittal by the Company. The City acknowledges and agrees that the Company may retain one copy of each Deliverable and use the Deliverable solely for its internal general reference. Any modification of the 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 Deliverables and to execute all Deliverables necessary to give the City full legal ownership of such 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 Deliverables. 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.

- 31.21. Endorsement of Documents. Where applicable, the Company shall sign and seal, or shall cause to be signed and sealed, with the appropriate North Carolina Professional Seal, all plans, specifications, calculations, reports, plats, and construction documents prepared by the Company.
- 31.22. Approvals. All approvals or consents required under this Contract must be in writing.
[Include below Confidentiality provision if confidentiality terms were included in Form 1 of the RFQ- if after the RFQ it is determined a confidentiality agreement is needed, see legal]
- 31.23. 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**.
[Include below Federal Requirements Language if the Contract is federally funded]
- 31.24. Federal Requirements. Company shall comply with the additional Federal Requirements set forth in **Exhibit F**. 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.
- 31.25. e-Builder. 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 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.
- 31.26. Publicity and Other Public Statements. Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Contract to the general physical description and location of the

- approved final design or product of the Work. Descriptions of conceptual or alternative designs or products considered for the Work shall not be included in advertising, sales or other materials. As a condition of entering into this Contract, the Company further agrees to refrain from the following, absent 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.
- 31.27. No Third-Party Benefit. The provisions of this Contract are for the sole benefit of the Parties hereto. Except as expressly provided herein, this Contract neither confers any rights, benefits, or claims upon any person or entity not a Party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not Parties hereto.
- 31.28. Construction of Terms. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.
- 31.29. Days. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days.
- 31.30. Conflict of Interest. The Company will not take any action that is or is likely to be perceived as conflict of interest under this Contract. The Company or its subcontractor has not made and will not make any gifts to City employees or officials in connection with this Contract.
- 31.31. E-Verify. Unless otherwise exempted, Company shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Company utilizes a subcontractor, Company shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- 31.32. NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel. 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.

- 31.33. Pre-Audit. [Delete altogether if contract is encumbered OR For NTE Contracts where the City commits to spend funds but none in the first fiscal year.] Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that no pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract imposes no financial obligation on the City that will become due during the City's current fiscal year. The City's fiscal year runs from July 1 to June 30. The current fiscal year is the one in which the Contract is executed. [OR For NTE Contracts where it is unit price with no firm purchase commitment:] No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding PO or contract addendum containing a pre-audit certificate. [OR if NTE Contract and the funds are going to be encumbered via addendum/task order:] The Company will execute and submit to the City a proposed Task Order for each scope of work that the Company proposes to provide to the City under this Contract. The City may accept the proposed Task Order by issuing a purchase order. Upon issuance of such purchase order the Task Order and purchase order shall be deemed incorporated into and made a part of this Contract, and each reference to an accepted Contract Addendum in this Contract shall be deemed to include both the Task Order in the form accepted by the City and the purchase order. In the event of a conflict between the main body of this Contract and the Task Order, the main body of this Contract shall prevail. The City will not be legally obligated by a Task Order absent a City issued purchase order.
32. **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.
33. **OTHER AGENCIES.** At the option of the Company, the services and/or products provided under the Contract resulting from this solicitation may be provided to other governmental agencies, counties, and cities under the same terms and conditions (such as price, services, and products) that are described in this Contract. Each governmental agency allowed by the Company to purchase goods and/or services in connection with this Contract shall do so independently of the City; such agency is responsible for its own purchases and must review the goods and/or services prior to acceptance. The City shall have no liability to any entity arising from such third party's purchase of goods and/or services from Company in connection with this Contract.

[Intentionally Left Blank]

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

[ENTER COMPANY NAME]

CITY OF CHARLOTTE

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act."

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 #6Invoices 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 and PO number** must appear on each invoice and 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 **not** 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](#)

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 – 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.