REQUEST FOR PROPOSALS
AERIAL IMAGERY SERVICES
This letter extends an invitation for the submission of a proposal for a non-federally funded project to supply the Charlotte Douglas International Airport with services as indicated above. Proposals for the above will be received at the office of the Charlotte Douglas International Airport, CLT Center, 5601 Wilkinson Boulevard, Charlotte, North Carolina 28208 until 1:00 PM on October 1, 2019.

Any changes to the terms, conditions or specifications stated in this Request for Proposals will be documented in a written addendum, issued by the Charlotte Douglas International Airport. These addenda will be posted on the Internet and may be accessed at this website by searching for proposal name Aerial Imagery Services at: Contract Opportunities.

Questions should be directed to Elizabeth Barnard at Elizabeth.barnard@charlottenc.gov. Thank you in advance for your interest in doing business with the Charlotte Douglas International Airport. We look forward to your participation!

Sincerely,

Elizabeth Barnard

Procurement Officer
Checklist for submitting a Proposal:

**Proposal Copies** - Please provide the specified number for each format

☐ 1 Copy on flash drive
☐ 1 Copy marked “Original”
☐ 1 Copy marked “Copy”

**Proposal Format** - Proposals should be formatted as follows:

☐ Form 1, Proposal Form
☐ Form 2, Proposal Qualifications and Requirements
☐ Form 3, Nondiscrimination Certification
☐ Form 4, CBI/DBE Program Requirements
☐ Form 5, Pricing Worksheet

The above items constitute all that must be included in the Proposal. If awarded a contract, an insurance certificate that meets or exceeds the requirements set forth in Exhibit B (Sample Contract) will be required.
SECTION 1: GENERAL INSTRUCTIONS

A. INTRODUCTION

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

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

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

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

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

The Work will be governed by a contract between the selected Proposer (“Company”) and the City, a sample of which is attached hereto as Exhibit B (the “Contract”). The term of the Contract shall be for three (3) years with two optional one-year renewals. Proposers are advised to carefully read and review the form Contract as they prepare their Proposal. CLT reserves the right to revise the terms of the form Contract at any time during the RFP process and to negotiate different terms with the Company.

B. SCHEDULE

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY (All times are EST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/27/2019</td>
<td>Issue RFP</td>
</tr>
<tr>
<td>9/12/2019</td>
<td>Submission of written questions due by 1:00 PM.</td>
</tr>
<tr>
<td>10/1/2019</td>
<td>Proposals are due, 1:00 PM.</td>
</tr>
</tbody>
</table>
CLT reserves the right to modify the deadlines set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum as described below.

C. **INSTRUCTIONS TO PROPOSERS**

1. **Point of Contact**
   The point of contact for all submissions and correspondence regarding this RFP is Elizabeth Barnard ("RFP Project Manager") [Elizabeth.barnard@cltairport.com](mailto:Elizabeth.barnard@cltairport.com).

2. **Questions and Addenda**
   The Airport is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Bidder obtains an unfair competitive advantage. To this end, from the date of this RFP through the proposals due date, no interpretation or clarification of the meaning of any part of this RFP will be made orally to any prospective Proposer with the exception of questions answered at the pre-proposal conference.

Requests for interpretation or clarification must be submitted electronically to the RFP Project Manager. All questions must be submitted no later than the date and time stated in the RFP Schedule as the deadline for submission of questions. Any questions received after that time may not be addressed prior to the proposal due date. When submitting a request for interpretation or clarification, Proposers are encouraged to utilize the following format:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Page #</th>
<th>Section #</th>
<th>Section Title</th>
<th>Question, Clarification or Modification</th>
</tr>
</thead>
</table>

Interpretations, clarifications, supplemental instructions and/or changes to the terms, conditions or requirements of this ITB will be documented in written addendum and posted to the CLT website at: [Contract Opportunities](https://www.cltairport.com/contract-opportunities)

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

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

4. **Proposal Format**

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

5. **Submission Requirements**

All Proposals shall be printed on paper 8 1/2” x 11” with all standard text no smaller than eleven (11) points and use double-sided copying with tab dividers corresponding to the format requirements specified above. Failure of the Proposer to organize the information required by this RFP as outlined herein may result in CLT, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

Proposers must submit two (2) copies, unbound, including one marked original signed in ink by a company official authorized to make a legal binding offer and an electronic copy on a flash drive in searchable Adobe Acrobat or Microsoft Word format with an Excel file of the compensation sheet (if provided by CLT in that format) to the RFP Project Manager no later than the date and time set forth in the RFP Schedule above, according to CLT’s clock. The box or envelope used to deliver the proposals, shall be labeled with: (i) the Proposer’s name; and (ii) the RFP name and number. Proposals must be submitted by mail or hand-delivery as follows:

By Mail – Attn: Elizabeth Barnard, RFP Project Manager, CLT Center, 5601 Wilkinson Boulevard, Charlotte, NC 28208; or

By Hand – to the office attendant or “procurement drop box” (package not to exceed 12” x 16”) in the reception/lobby of the CLT Center, 5601 Wilkinson Boulevard, Charlotte, NC 28208.

6. **Selection Criteria and Minimum Requirements**

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

<table>
<thead>
<tr>
<th>Experience</th>
<th>CLT will evaluate the Proposer based on its ability to meet the Experience requirements as set forth in the Specifications including experience providing the Work during the past five years.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessibility to Aerial Imagery</td>
<td>CLT will evaluate the Proposers ability to meet the requirements set forth in the Specifications based upon frequency and availability of updates.</td>
</tr>
<tr>
<td>Compensation</td>
<td>CLT will evaluate the Proposer on the overall compensation proposed related to the provision of the Work.</td>
</tr>
</tbody>
</table>

7. **Proposal Terms are Firm and Irrevocable**

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

8. **Evaluation Committee and Award of Contract**

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

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

The Evaluation Committee will consider all relevant materials and information in making its selection. The Evaluation Committee will select and recommend the Proposer 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. If CLT and the Company are unable to agree on the final terms, the Company will be excused from further consideration and CLT may, at its option, select another Proposer.

**The City shall have no obligations under this RFP until the Contract has been executed by both parties.**
9. **Contract Award by City Council**
The name of the selected Proposer will be submitted to the City Council or designee for final approval and award. Prior to the recommendation to the City Council or designee, the successful Proposer must provide to the Airport an executed Contract which will be substantially similar to the contract in Section 3 *Exhibit B* of this RFP. Upon approval of the Contract by City Council or designee, the Airport will execute the documents and send a copy to the successful Proposer. **The City Council or designee may, in its sole and absolute discretion, accept or reject the recommendation of the Evaluation Committee, the Contract and supporting ancillary documents.**

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

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

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

11. **Proposer’s Cost of Proposal Preparation**
Proposers are responsible for all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable). CLT will not accept any promotional items as part of the proposal process and any such items included will either be discarded or, if so requested, returned to the Proposer at Proposer’s cost.

12. **Attempts to Influence the Selection Process**
Except for clarifying written questions sent to the RFP Project Manager, all Proposers, including 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 RFP from the time the RFP is issued until the intent to award is communicated to Proposers. **CLT reserves the right to disqualify any Proposer who contacts a City staff or evaluation committee members concerning this RFP other than in accordance with this RFP.**
13. **RFP Not an Offer**  
This RFP does not constitute an offer by CLT. No recommendations or conclusions from this RFP process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of CLT unless CLT and the Proposer execute a Contract following award of such agreement.

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

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

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

16. **CLT's Rights and Options**  
CLT reserves the following rights, which may be exercised at CLT's sole discretion:

i. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;

ii. To issue additional requests for information;
iii. To require a Proposer to supplement, clarify or provide additional information for CLT to evaluate its Proposal, including without limitation, requests to provide samples of items requested under this RFP;

iv. To conduct investigations with respect to the qualifications and experience of each Proposer;

v. To waive any defect or irregularity in any Proposal received;

vi. To share the Proposals with City and/or CLT employees and contractors other than the Evaluation Committee as deemed necessary;

vii. To award all, none, or any part of the Work set forth in this RFP to one or more Proposers as is in the best interest of CLT with or without re-solicitation;

viii. To discuss and negotiate with selected Proposer(s) any terms and conditions in the Proposals including but not limited to financial terms;

ix. To enter into any agreement deemed by CLT to be in the best interest of CLT;

x. To reject any or all proposals submitted; and

xi. To re-advertise for proposals using this RFP or a different RFP or solicitation.

17. Representation by Broker

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

18. Ownership and Public Records Law

All proposals and supplementary material provided as part of this process will become the property of the City. Proposers are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 et seq. of the North Carolina General Statutes. Proposer may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. In submitting a proposal, each Proposer agrees that the CLT may reveal any trade secrets or confidential information to CLT staff, consultants or third parties assisting with this RFP and resulting Contract. Where information is marked Trade Secret or confidential, Proposer agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred relating to the City choosing to withhold any material based on Proposer's designation of said material as a trade secret or confidential.
19. **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 proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

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

22. **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](http://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](http://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 RFP.
SECTION 2: FORMS

FORM 1
PROPOSAL FORM

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

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

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

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

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Description of Work to be Performed</th>
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E. EXCEPTIONS

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

<table>
<thead>
<tr>
<th>Page &amp; Section Number</th>
<th>Section Title</th>
<th>Exception and Proposed Change</th>
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F. VERIFICATION AND CERTIFICATION OF AUTHENTICITY OF PROPOSAL

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

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

Company Name: ____________________________
Address: _________________________________
                        _________________________________
                        _________________________________
Signature: _________________________________
Printed Name: _________________________________
Title: _________________________________
Phone Number: _________________________________
E-Mail Address: _________________________________
FORM 2
QUALIFICATIONS AND PROPOSER REQUIREMENTS

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

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

A. FINANCIAL CAPACITY

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

B. EXPERIENCE AND QUALIFICATIONS

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

- Corporation type;
- State of incorporation;
- Number of years in business; and
- Names and addresses of at least three (3) companies, excluding CLT, for which the Proposer provided substantially similar Work in the prior five (5) years, provided in the chart below.

<table>
<thead>
<tr>
<th>Client 1</th>
<th>Client 2</th>
<th>Client 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name:</td>
<td></td>
<td></td>
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<tr>
<td>Description of the Work</td>
<td></td>
<td></td>
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<tr>
<td>Dates Provided:</td>
<td></td>
<td></td>
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<tr>
<td>Compensation:</td>
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</tbody>
</table>

RFP# 269-2020-015 Issue Date September 27, 2019
**C. PROPOSER HISTORY**

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

**D. REFERENCES**

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

<table>
<thead>
<tr>
<th>Name of Client</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
</tbody>
</table>
E. OTHER PROPOSER INFORMATION

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

Frequency of Aerial Updates: ________________________________

Please provide a description of how these Services will be provided to CLT (ie. Online Subscription, files emailed, etc): ________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________
FORM 3
NONDISCRIMINATION CERTIFICATION

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

1. In preparing the enclosed proposal, the Proposer has considered all proposals submitted from qualified, potential subconsultants and suppliers and has not engaged in discrimination as defined in Section 2.

2. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier based on race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.

3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the proposal submitted with this certification and terminate any contract awarded based on such proposal. It shall also constitute a violation of the City’s Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts or solicitation processes for up to two years.

4. As a condition of contracting with the City, the Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subconsultants regarding this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the proposal submitted by the Proposer and terminate any contract awarded on such proposal. It shall also constitute a violation of the City’s Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder.

5. As part of its proposal, the Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

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

Company Name: ________________________________
Signature: ________________________________
Printed Name: ________________________________
Date: ________________________________
FORM 4
CHARLOTTE BUSINESS INCLUSION PROGRAM OR 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

PRICING WORKSHEET

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

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

1. Any price increases over the term of the contract must be noted.
2. If there is an error in extension prices, the unit prices, when available, shall govern.
3. If any exceptions are taken, pricing must reflect the requested items as stated in the Specifications and as if the exceptions were not accepted by the City. However, in a separate section include any cost savings provided if the exceptions are accepted by the City.
4. Any discounts offered should be computed into the prices offered where feasible. If a prompt payment discount is offered, it will not be considered in the award of the Contract except as a factor to aid in resolving cases of identical prices.
5. Additional costs associated with the Services must be added as separate line items to the worksheet.
6. The below pricing is required to be filled out. If you have alternative pricing please include those in your Proposal.

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Enterprise License/ Access Cost (with Unlimited CLT users and unlimited data downloads)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vertical aerial imagery services as specified in RFP</td>
<td>$</td>
</tr>
<tr>
<td>Oblique/3D aerial imagery services as specified in RFP</td>
<td>$</td>
</tr>
</tbody>
</table>

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

Company Name: ________________________________

Signature: ________________________________

Printed Name: ______________________________

Date: ________________________________
SECTION 3: CONTRACT

EXHIBIT A
SPECIFICATIONS

1. **Summary.** The scope of this contract shall be to provide access to aerial imagery. Aerial imagery is the most common technology being used in the planning, design, construction, and analysis activities of an airport. In collecting aerial imagery, an aircraft fitted with a camera (film or digital) flies a series of flight lines over the airport and surrounding area to capture images. Aerial imagery is a passive collection system since it relies on capturing the radiation (generally from the sun) reflected off an object and captured by the camera. Currently, using satellite imagery to collect airport data is not an approved method by the FAA.

2. **Services scope of work.** CLT needs an aerial imagery service with at least semi-annual updates to support various airport non-survey grade applications such as: planning, operations, maintenance, property/asset management, etc. CLT will be incorporating this aerial imagery into its enterprise GIS system for multiple users. In addition to traditional orthorectified aerial imagery, CLT wants to leverage oblique “3D-aerial imagery” functionality for height measurements, line of sight analysis, etc.

The Company must be able to meet the following:

1. Provide Aerial imagery for the area shown in Table 1 below.
2. Image bands should be RGB Natural Color.
3. Vertical imagery update frequency should be minimum 2 captures (flyovers) per year.
4. Oblique Imagery update frequency should be minimum 1 capture (flyover) per year.
5. Aerial Imagery shall be provided to CLT no later than 30 days after the Aerial Imagery is captured and processed.
6. Historical aerials should include at least previous 1-2 years.
7. Web service delivery is required that is compatible with MapGuide Open Source as well ESRI suite of products.
8. Interoperability with Computer Aided Design (CAD), Geospatial Information Systems (GIS), and other 3rd party applications.
9. Consistent Ground Sampling Distance (GSD) required is 3" (or better)
10. Absolute accuracies required are 11" RMSEx/y (or better) horizontal, and 16" RMSEz (or better) vertical.
11. Horizontal measurement accuracies required are 4.6" (or better) within one photo and 23" (or better) between photos.
12. Vertical measurement accuracy required (via oblique imagery) is 6” (or better) within one photo
14. Image export projections should include WGS84/Spherical Mercator, WGS84/UTM, NAD83/UTM, and NC83F State Plane Coordinate System.
15. Textured-mesh supported formats via oblique imagery should include SLPK, Cesium 3D Tiles, OSGB, OBJ, and FBX.
16. Point cloud supported formats via oblique imagery should include LAS and LAZ.
17. DSM supported formats should include GeoTIF and ASCII.
18. True ortho supported formats should include GeoTIF, JPEG, and ASCII.
19. 3D Analysis functions should include at least 3D measurements and line of sight.
20. Proposer is desired to comply with FAA Advisory Circular (AC) No: 150/5300-17C, “Standards for Using Remote Sensing Technologies in Airport Surveys”: https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-17; any exceptions the proposer has to these FAA requirements are to be specified in the proposal.
Table 1. Area of Aerial Imagery
3. **Price Adjustment if Not Included as Part of the Contract.** If price adjustments are not included in the Contract, the price(s) stated in your Contract shall apply for the entire term of the Contract unless the Airport approves a price adjustment in writing in accordance with the following terms:

   a. Price increases shall only be allowed when justified in the Airport’s sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs or for additional profit.

   b. To obtain approval for a price increase, the Company shall submit a written request by e-mail to the Airport’s Procurement Manager, together with written documentation sufficient to demonstrate that the increase is necessary based on legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally included.

   c. No proposed price increase shall be valid unless accepted by the Airport in writing. The Airport may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the Airport’s sole discretion. If the Airport rejects such price increase, the Company shall continue to perform under the Contract.

   d. If the Airport approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the Airport shall have the right to terminate the price increase and revert to the prices that were in effect immediately prior to the increase. The Company shall notify the Airport in writing if the market factors on which the Airport granted the increase change such that the Airport’s reasons for granting the increase no longer apply.

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

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

6. **Documentation.** The Company will provide, where applicable, for all Work purchased under this Contract, written or electronic documentation that is complete and accurate, and sufficient to enable Airport employees with ordinary skills and experience to utilize such Work for the purpose for which the Airport is acquiring them. Such documentation may take the form of user manuals or online instruction.

7. **Training.** Training, if any, shall be provided to the City in the same format as provided to other similarly situated clients with such costs included in the Proposal pricing.
8. **Environmental Preferable Purchasing.** The Airport promotes the practice of environmentally preferably purchasing in acquiring products. Attributes that may be taken into consideration as environmental criterion (defined below) include the following: recycled content, renewable resources, recyclability, packaging, biodegradability, reduced toxicity, energy and water efficiency, low volatile organic compounds durability and take back options.

Environmental preferable purchasing includes products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product. The Company is encouraged to supply products that contain environmentally preferable attributes. Certification of environmental standards and other environmental claims must be signed by a senior company official and provided to the Airport.
STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG  

CONTRACT NO. ________  

CONTRACT TO PROVIDE:  
AERIAL IMAGERY 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 Request for Proposal dated [insert date] requesting proposal from qualified firms to provide the City with [insert product/service description] hereafter referred to as the "Work". This Request for Proposal, together with all attachments and any amendments, is referred to herein as the “RFP”;  
C. The Company submitted a proposal in response to RFP on [insert date]. This proposal, together with all attachments is referred to herein as the “Proposal”; and  
D. The Company wishes to provide the Work to the City in accordance with the terms and conditions set forth herein.  

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

AGREEMENT  

1. INCORPORATION OF EXHIBITS. The following Exhibits are attached to the Contract and incorporated into and made a part of this Contract by reference:  
   Exhibit A: Specifications  
   Exhibit B: Proposal  
   Exhibit C: Federal Requirements  
   Exhibit D: [CBI/DBE] Letters of Intent [Remove if no CBI/DBE requirement]
Any conflict between language in Exhibit A and the Contract shall be resolved in favor of the main body of this Contract. Any conflict between Exhibit B and the Contract or Exhibit A shall be resolved in the favor of Exhibit B. Each reference to [Insert Company Name] in the Exhibits shall be deemed to mean the Company.

2. DEFINITIONS. The following terms shall have the following meanings for purposes of this Contract (including all Exhibits):

2.1. **Airport** shall mean Charlotte Douglas International Airport.
2.2. **Background Checks** shall have the meaning set forth in Section 24 below.
2.3. **Change** shall have the meaning set forth in Section 27.5 below.
2.4. **City** shall mean the City of Charlotte.
2.5. **Company** shall mean the successful Proposer.
2.6. **Contract** shall mean the terms and conditions under which the Company shall provide the Work.
2.7. **Effective Date** shall mean the date set forth in the first paragraph above.
2.8. **Exhibits** shall mean the documents specified in Section 1 and attached and incorporated into the Contract.
2.9. **Project Manager** shall mean the Airport or Company employee who is the point of contact under this Contract.
2.10. **Proposal** shall mean the response to this RFP completed on the Proposal Response Forms.
2.11. **RFP** shall mean Request for Proposal.
2.12. **Specifications** shall mean the scope and details of the Work set forth in Exhibit A that the Company will provide under the Contract.
2.13. **Work** shall mean the actual products and/or services provided in compliance with the Specifications and under this Contract.

3. 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.

4. 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 forth in Exhibit B. The maximum amount of the Contract shall not exceed [insert dollar amount in words] ($[insert amount in numbers]). This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit B.

5. 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. The Company shall send one (1) copy only of each invoice to: cocap@charlottenc.gov.

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.

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 of [insert state], 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 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 Work shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

6.8. 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;

6.9. 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

6.10. 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 sole negligence of the City, or the City's officers, agents and employees. Such liabilities shall include those arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any of its subcontractors. Company shall purchase insurance, as described 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 of at least ten (10) days in advance 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 per occurrence/aggregate including coverage for bodily injury, property damage, products
and completed operations, personal/advertising injury liability and contractual liability.

8.3. **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 RFP, the Proposal, 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. 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.

10.5. 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.

10.6. 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.

10.7. **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 one (1) year 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 RFP or 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. **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:

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

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

19.3. 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.

20. **NON-DISCRIMINATION.** As a condition of entering into this agreement, the Company represents and warrants that it will fully 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. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors,
vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City’s Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City’s request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

21. **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.

22. **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.

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

24. **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.

24.1. 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.

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

24.3. 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.

25. **Charlotte Business INClusion ("CBI")/Disadvantaged Business Enterprise ("DBE").**

   [For CBI use one of the following provisions]

   [Committed Goal]

   **Goal.** Company’s CBI Participation Goal is hereby established at xxx percent (XX%) of the total agreement as stated above.

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

(a) The terms of the City’s CBI Program, as revised from time to time, together with all rules and guidelines established under such program (collectively, the “CBI Program”) are incorporated into this Agreement by reference; and

(b) A violation of the CBI Program shall constitute a material breach of this Agreement, and shall entitle the City to exercise any of the remedies set forth in Part D of the CBI Program, including but not limited to liquidated damages; and

(c) Without limiting any of the other remedies the City has under the CBI Program, the City shall be entitled to withhold periodic payments and final payment due to the Company under this Agreement until the City has received in a form satisfactory to the City all claim releases, payment affidavits and other documentation, as applicable, required by the City’s CBI Program, and in the event payments are withheld under this provision, the Company waives any right to interest that might otherwise be warranted on such withheld amount; and

(d) The remedies set forth in Part D of the CBI Program shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and

(e) The City will incur costs if the Company violates the CBI Program, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay the City liquidated damages at the rates set forth in Part D of the CBI Program.

(f) The Company agrees to participate in any dispute resolution process specified by the City from time to time for the resolution of disputes arising from the CBI Program.

(g) Nothing in this Section shall be construed to relieve a Company from any obligation it may have regarding the payment of subcontractors.

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

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

**[Zero Goal]**

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

This Contract may be subject to the terms and conditions of the City’s Charlotte Business INClusion (CBI) Program in connection with subcontracting opportunities that may arise during the term of the Contract. The CBI Program can be found at [www.charlottebusinessinclusion.com](http://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.

**[If Contract is over 90k, check with CBI/DBE contact to determine if the below language should be included]**

Should subcontracting opportunities arise at any point during this Contract, Company shall fill out and submit CBI Form 6- Payment Affidavit, attached hereto as **Exhibit D**, to be turned in with each invoice request.

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 such time as the Company complies with all the CBI Program requirements.

**[For DBE use one of the following provisions]**

**[Committed Goal]**

The Company has committed to [write out percentage] percent ([XX.X]% of the total Contract amount (minus allowance, if any).

This Contract is subject to the terms and conditions of 49 CFR Part 26 and the City’s DBE Program in connection with subcontracting opportunities that may arise during the term of the Contract. The DBE Program can be found at [www.cltairport.com](http://www.cltairport.com). The Company shall thoroughly examine and be familiar with provisions of 49 CFR Part 26 and the DBE 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.

Failure by the Company to comply with the DBE 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 such time as the Company complies with all the DBE Program requirements.

The executed letters of intent demonstrating the companies and the work planned to be utilized to meet the DBE goal above is attached hereto as **Exhibit D**.

**[Zero Goal]**

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

This Contract is subject to the terms and conditions of 49 CFR Part 26 and the City’s DBE Program in connection with subcontracting opportunities that may arise during the term of the Contract. The DBE Program can be found at [www.cltairport.com](http://www.cltairport.com). The Company shall thoroughly examine
and be familiar with provisions of 49 CFR Part 26 and the DBE 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.

Failure by the Company to comply with the DBE 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 such time as the Company complies with all the DBE Program requirements.

[For All DBE Contracts Include The Following]

**Liquidated Damages.** The City and the Company acknowledge and agree that the City will incur damages if the Company violates the DBE Program in one or more of the ways set forth below, including but not limited to the potential loss of federal grant funding and the diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably anticipate to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay the liquidated damages assessed by the City at the rates set forth below for each specified violation of the DBE Program. The Company further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation:

1. **Failure to Meet Committed DBE Goal.** If the City determines at any point during the Contract that it will not be possible for the Company to achieve the Committed DBE Goal, or, upon completion or termination of a Contract, determines that the Company did not meet a Committed DBE Goal, and further determines that such inability or failure is not otherwise excused under Section 26.53 of the DBE Program, then the City may assess the dollar difference between the Committed DBE Goal that was missed and the Company's actual DBE utilization toward that Goal. The City may also assess an additional amount to account for staff time expended to address DBE noncompliance, calculated by using reasonable estimates of staff time and hourly rates, but in an amount not to exceed $5,000 (“Staff Time Liquidated Damages”).

2. **Use of a DBE as a Conduit.** If the Company lists a DBE to receive credit toward a Committed DBE Goal with knowledge that the DBE will be acting as a Conduit or will not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the Company will be seeking credit, the City may assess the dollar amount the Company indicated that it would pay such DBE in the DBE contract (or if no contract has been signed, the DBE Letter of Intent). City will determine, in its discretion, whether the Company had knowledge sufficient to trigger this section by evaluating information including but not limited to site visits, records produced by Company, other documentation that is obtained by the City, and other facts and circumstances. Conduit shall mean any DBE listed by the Company but does not perform any Commercially Useful Function in advancement of the contract. The City may also assess Staff Time Liquidated Damages.

3. **Wrongful Termination or Replacement of DBE.** If the Company terminates or replaces a DBE in violation of the DBE Program, the City may assess the dollar amount of the work remaining to be performed by the terminated DBE at the time it was terminated (or if the DBE was not terminated because it was never retained, then the dollar amount that the Company indicated it would pay the DBE in the DBE Letter of Intent). The City may also
4. **Failure to Comply with DBE Program Following Termination or Withdrawal of a DBE.** If the Company fails to comply with the Good Faith Efforts requirements (Subpart C, Section 26.53(f) of the DBE Program) in replacing a DBE that is terminated or withdraws from work on a project, the City may assess the dollar amount of the work remaining to be performed by the DBE that withdrew or was terminated at the time of the termination or withdrawal. The City may also assess Staff Time Liquidated Damages.

5. **Failure to Comply with DBE Program to Add New Subcontractors.** If the Company fails to comply with the Modified Good Faith Efforts requirements (Subpart C, Section 26.53(f) of the DBE Program) in adding new subcontractors to a Contract or when the scope of work of a Contract changes and creates a new DBE subcontracting opportunity but Company fails to add new DBE subcontractors or Good Faith Efforts, the City may assess the dollar amount of the new or additional work. The City may also assess Staff Time Liquidated Damages.

6. **False Statements and Misrepresentations.** If the Company makes a false statement or material misrepresentation or material misleading omission regarding any matter relevant to the DBE Program (including but not limited to information relating to good faith efforts, DBE utilization, DBE certification or payments to DBEs), the City may assess the dollar difference, if the misrepresentation relates to payment, between what the Company represented and the truth. The City may also assess Staff Time Liquidated Damages.

7. **Failure to Respond to Request for Information.** If the Company fails to provide any report, documentation, affidavit, certification or written submission required under the DBE Program within the time period set forth therein, the City may assess $25 per day for each day that such report, documentation or written submission is overdue. The City may also assess Staff Time Liquidated Damages.

8. **Seeking Credit for Use of an Affiliate to Meet the Committed DBE Goal.** If the City finds a violation of Section 26.53 of the DBE Program due to a Company seeking credit for utilizing a DBE that the City determines to be an Affiliate, the City may assess the dollar amount the Company counted towards its Committed DBE Goal for that DBE. Affiliate shall mean a DBE that is officially attached or connected (a subsidiary group or a person) to the Company. The City may also assess Staff Time Liquidated Damages.

If Company finds it impossible, for reasons beyond his control, to meet the intended DBE participation, he may at any time prior to completion of the project, and within a timely and reasonable fashion, provide a written request to the DBE office for a complete or partial waiver of liquidated damages. However, the City and/or the DBE office reserve the sole discretion to waive or deny to the Company's request under this provision. A request for waiver will not be considered if the potential non-compliance is not reported to the City or the DBE office. Any liquidated damage assessment will not be waived after final acceptance of the project.

26. **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:

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<th>For The Company:</th>
<th>For The City:</th>
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<tr>
<td>Charlotte Douglas International Airport</td>
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<tr>
<td>Attn:</td>
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<tr>
<td>5601 Wilkinson Boulevard</td>
<td>Charlotte, NC 28208</td>
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<td>Phone: 704-</td>
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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.

27. MISCELLANEOUS.

27.1. **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.

27.2. **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.

27.3. **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.

27.4. **Amendment.** No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.

27.5. **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.

27.6. **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.

27.7. **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 27.13 constitute an assignment.

27.8. **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, 12, 14, 15 and 27.6.

27.9. **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.

27.10. **No Publicity.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to invitations to bid or requests for Bids, and may identify the City as a customer in presentations to potential customers.

27.11. **No Manufacturer or Dealer Advertisements.** No manufacture or dealer shall advertise on goods delivered to the Airport without prior approval by the Aviation Director, or his designee.

27.12. **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.

27.13. **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.

27.14. **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, acts 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.

27.15. **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 ITB. 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.

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

27.17. **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.

27.18. **Taxes.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Work.

27.19. **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.

27.20. **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.

27.21. **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.

27.22. **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.

27.23. **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.

28. **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.

[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, AVIATION

BY: ________________________________  BY: ________________________________
SIGNATURE: ________________________  SIGNATURE: ________________________
TITLE: ______________________________
DATE: ______________________________

BY: ________________________________  CITY OF CHARLOTTE, AVIATION
SIGNATURE: ________________________  SIGNATURE: ________________________
TITLE: ______________________________
DATE: ______________________________