

SERVICES AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

**L3HARRIS Technologies,
Inc., A DELAWARE
CORPORATION.**

**TO FURNISH AIRPORT NOISE AND OPERATIONS
MONITORING SYSTEM (ANOMS) SERVICES**

AGREEMENT

This Services Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and L3Harris Technologies, Inc., a Delaware Corporation. (Contractor).

RECITALS

- A. City wishes to retain Contractor to furnish airport noise and monitoring system (ANOMS) services as further described in the Scope of Services (Services), attached hereto as Exhibit A.
- B. City and Contractor (collectively, the "Parties") wish to enter into an agreement whereby City will retain Contractor to provide the Services.
- C. This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE 1 CONTRACTOR SERVICES

1.1 Scope of Services. Contractor shall provide the Services to the City as described in Exhibit A, Scope of Work, which is incorporated herein by reference.

1.2 Contract Administrator. The Department of Real Estate and Airport Management (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

David Reed, Program Manager
Department of Real Estate and Airport
Management, Airport Management Division
3750 John J. Montgomery Drive
San Diego, CA 92123
(858) 573-1414
DReed@sandiego.gov

1.3 General Contract Terms and Provisions. This Agreement incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit B, with the following modifications:

1.3.1 Section 4.2 of the General Terms and Conditions is deleted in its entirety and replaced with the following:

“4.2 City’s Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving ninety (90) days’ written notice of such termination to Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor’s affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City’s payment obligations and liabilities under this Contract with regard to the affected performance.”

1.3.2 Section 6.1 of the General Terms and Conditions is deleted in its entirety and replaced with the following:

“6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Deliverable Materials do not include Symphony Software (i.e. Symphony EnvironmentalVue, Contours with Virtual Noise Monitors, MobileVue, etc.), L3Harris NextGen Surveillance Data, and Related Materials as defined in Exhibits A and D. The ownership and rights to the Symphony Software, NextGen Data, and Related Materials will remain with Contractor and are not subject to Sections 6.1 and 6.2. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor’s work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor’s work on behalf of the City, without the prior written consent of the City.

1.3.3 Article VIII Bonds is deleted in its entirety because City has determined that it will not require Contractor to obtain a bond to secure its performance under this Agreement.

1.4 Submittals Required with the Agreement. Contractor is required to submit all forms and information delineated in Exhibit C before the Agreement is executed.

1.5 NextGen Surveillance Data Terms & Conditions. This Agreement incorporates by reference the NextGen Surveillance Data Terms & Conditions, attached hereto as Exhibit D.

ARTICLE 2 DURATION OF AGREEMENT

2.1 Term. This Agreement shall be for a period of five (5) years beginning July 1, 2022 through June 30, 2027. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or **June 30, 2027**, whichever is earliest. The term of this Agreement shall not exceed five (5) years unless approved by the City Council by ordinance.

2.2 Effective Date. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

ARTICLE 3 COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$566,325.00 or the amount referenced in the Purchase Order.

ARTICLE 4 WAGE REQUIREMENTS

4.1 Reserved.

4.1.1 Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.

ARTICLE 5 CONTRACT DOCUMENTS

5.1 Contract Documents. This Agreement including its exhibits A through D [schedules] [attachments] completely describes the goods and services to be provided.

5.2 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

L3HARRIS TECHNOLOGIES, INC. A
DELAWARE CORPORATION

CITY OF SAN DIEGO
A Municipal Corporation

By: Kristin Uckert

By: C. Abarca

Name: Kristin Uckert

Name: Claudia C. Abarca

Title: Contracts Manager

Director, Purchasing & Contracting

Date: June 28, 2022

Date: June 28, 2022

Approved as to form this 18th day of
July, 2022.
MARA W. ELLIOTT, City Attorney

By: Melissa Ahles
Deputy City Attorney

Melissa Ahles
Print Name

Exhibit A

L3Harris Technologies, Inc. Symphony Solution Statement of Work for The City of San Diego

EXHIBIT A – SCOPE OF SERVICES

This attachment defines the Software, Hardware, Hosting, Support, Equipment Improvements and incidental tasks pertaining to the Services provided by Contractor to City. Initial sections of this document describe at a high level the Services provided while later Attachments detail specific requirements pertaining to the specific services rendered.

1. BASE SERVICES SOLUTION OVERVIEW

Contractor will provide the following software and services to City as shown in Table 1 - Table 3. **Error! Reference source not found.**

Table 1: Software & Data Feeds Provided (Deliverables)

Software/Data Feeds	License / Unit Quantity	Description	Attachment
Symphony EnvironmentalVue	Up to 5	Noise & Operations Monitoring (NOMS) System	1
Symphony Contours with Virtual Noise Monitors	Up to 5	Automated generation of INM compliant noise contours	2
Contractor NextGen Surveillance Data	N/A	ATC Quality Aircraft Surveillance Data - Terminal Service Area around MYF and SDM	3
Symphony MobileVue	2 (1 MYF & 1 SDM)	Airport Situational Awareness for Mobile Devices	4

Table 2: Hardware Provided (Deliverables)

Hardware	Quantity	Description	Attachment
Larson Davis 831C NMTs	3	Larson Davis Model 831C Noise Monitoring Terminals	1

Table 3: Services Provided

Service Description	Attachment
Centralized Hosting & Storage	1, 2, 3, 4
Automatic Secure Backups	1, 2, 3, 4
Monitoring of Data Transfer & Processing	1, 2, 3, 4
Internet Weather Feed	1
Customer Support	1, 2, 3, 4
Maintenance & Mail-in support of three (3) TA40000 Noise Monitoring Terminals (NMTs) before NMT upgrades & Mail-in support of three (3) LD831C NMTs after NMT upgrades	1
Maintenance & Mail-in support of one (1) portable Larson Davis 831 (LD831) and one (1) calibrator, as long as the manufacturer deems the units repairable	1
Maintenance & support of one (1) 8-channel Digital Voice Recorder (DVR) on a time and materials, plus travel basis	1

Pricing and specific terms are defined in Table 4 - Table 5 below.

Table 4: Pricing Summary

Five Year Fixed Firm Contract Pricing for Core Licensing, Maintenance & Support Services (7/1/22 – 6/30/27)	
Period of Performance	Annual Cost (USD)
Year 1	\$113,265
Year 2	\$113,265
Year 3	\$113,265
Year 4	\$113,265
Year 5	\$113,265
Contract Total	\$566,325

Table 5: Detailed Pricing for Year 1

Product & Associated Services	Period of Performance	Price (USD)
Two (2) Symphony MobileVue Licenses (1 for MYF & 1 for SDM)	7/1/22 – 6/30/23	Complimentary
Symphony EnvironmentalVue, Contours with VNMs, NextGen Surveillance Data, NMT Support & NMT Upgrade, Core Licensing, Maintenance & Support Services	7/1/22 – 6/30/23	\$113,265 (Annual Cost)
Year 1 Total	7/1/22 – 6/30/23	\$113,265

Notes:

1. All pricing is in U.S. Dollars.
2. Pricing is dependent on all outlined products and services being purchased together for the five year period of performance outlined. Should The City terminate the contract before the end of the five year period, The City will be responsible for providing a 90 day Termination of Service notice.
3. Annual costs are invoiced annually in advance.

2. CUSTOMER SERVICE

2.1 PROBLEM REPORTING

Contractor uses a web-based, Symphony Trouble Tracking System (STTS) to monitor customer problems. This system will be used to measure issue status, resolution and response timeliness. The system is available at <https://secure.symphonycdm.com/support/> and requires airport name, user and password for authentication.

Contractor also provides a user hot-line support number at (877) 448-2647, answered between the hours of 08:00 to 17:00 Eastern Standard Time, Monday through Friday. Calls to this hot-line are entered into the STTS for monitoring and reporting.

The support team can also be reached via the SymphonySupport@L3Harris.com email address during business hours.

Issues reported outside of normal business hours (08:00 to 17:00 Eastern Standard Time, Monday through Friday) will be considered entered at 08:00 the next business day.

Contractor will respond either by e-mail, telephone, fax, or through the web-based Symphony Trouble Tracking System (STTS) within two (2) working days to any entries

into the STTS by the customer. Contractor will endeavor to resolve maintenance issues in accordance with the goals provided in the Service Response Goals Table. Issue resolution is, of course, dependent upon many factors including detailed nature, reproducibility, system availability and other mitigating factors.

2.2 SERVICE RESPONSE GOALS

below describes the service response goals for system faults or system upgrades. Actual response times may vary depending on the specific details of the problem and significant deviations will be communicated to the customer. Service Response Goals do not apply to hardware, software and services not maintained by Contractor, or items maintained on a time and materials basis.

The fault level is associated with a field in the Symphony Trouble Tracking System (STTS) that identifies the criticality of the fault. The default setting in the STTS is Level 3 and can be changed by the support team as needed. This additional information will enable the customer and the customer support team to track severity of, the status of resolution efforts, and the associated response times. Please note that failures caused by End of Life hardware (if any) are expressly excluded from service response goals.

Table 6: Service Response Goals

Service Response Goals			
Fault Level	Description of Fault	Examples	Response Goals
Level 1	Application/Data not accessible but data is still being stored; Fault resulting in or Causing loss or Corruption of surveillance data	Examples of Level 1 faults include website or application inaccessibility, but data continues to be collected and stored; and/or complete failure of data collection devices, servers, etc. which prohibit the ability to collect required data for use, or corruption of such data.	Response within 3 business hours; Remediation plan communicated to the customer within 1 working day; data capture effected within 2 working days; return to service within 2 working days
Level 2	Loss of functionality	Examples of Level 2 faults include major losses of functionality or modules which are usually present, with no available workaround, such as loss of report generating functionality.	Response within 5 business hours; Response providing corrective action plan within 2 working days; return to service within 4 working days
Level 3	Minor faults that do not affect day to day use of the system	Examples of Level 3 faults include minor items which do not prohibit use of the system or obtain intended utility of the system, either with or without a workaround.	Level 3 issues are collected from all customers and prioritized for completion or correction in subsequent releases. Customers are notified via the STTS system when scheduled for inclusion in an upcoming release, and the ticket remains open until corrected in the scheduled release.
Programmed Release/ Planned Maintenance	Programmed releases to fix minor faults and planned maintenance of noise monitors		Subject to internal developmental and roadmap priorities. Schedules are communicated to customers.
General Support	Response to contacts via STTS or Toll-free Helpdesk		Response in two working days

2.3 SYSTEM STATUS

Contractor’s web-based Symphony Trouble Tracking System will enable the City to monitor and review system status issues.

3. SOFTWARE

3.1 SOFTWARE UPDATES

Software updates for authorized licensed applications will be handled via change control procedures at Contractor. Prior to release of the change package, testing will be conducted at Contractor in an environment designed to support the City site implementation. This includes all central site software, customer software and certain data collection interfaces.

3.2 SOFTWARE AVAILABILITY

Software Availability is measured by the presence of the Software web site for use by City. The system will be available over 99% of the time for City utilization. Contractor will coordinate with the City to notify and address regular system maintenance and upgrades. Scheduled backups and data processing occur during off-hours to minimize the impact of the systems' outages or response times.

3.3 SYSTEM ADMINISTRATION AND MANAGEMENT

3.3.1 DATABASE ADMINISTRATION

Database administration will be performed by Contractor on shared servers at its professionally-hosted facility. Access to the database, for maintenance purposes, is by authorized Contractor personnel only using Username and Password protection.

3.3.2 ACCOUNTS MANAGEMENT

For Symphony EnvironmentalVue, user login accounts are managed by City designated "Power Users". An EnvironmentalVue web module, available only to Power Users, allows for the addition, modification or deletion of a particular City user. User login modifications allow the Power User to restrict a given user to a set of EnvironmentalVue tools. EnvironmentalVue logins also work in Symphony ReportVue. Symphony PublicVue, which is a public portal extension of EnvironmentalVue, allows community members to create their own accounts.

For all other applications, login accounts are managed by the Contractor support staff.

Logins for these applications also work for the associated Symphony ReportVue. If workstations or servers are deployed at City locations, Contractor will have remote access to perform maintenance and troubleshooting. Contractor is not responsible for failures resulting from City's loading software onto or changing the configuration of the deployed systems.

As necessary, Contractor staff will coordinate with City's IT staff. However, failure of City's IT staff to configure workstations, firewalls, networks, etc. in accordance with the recommended configurations does not constitute a failure of the Contractor software or system. Changes to software applications, web sites, or deployed systems to meet unique requirements of City's IT policies may incur additional fees.

All data traffic for authorized licensed applications is encrypted. Contractor will ensure the confidentiality of the data and will not release data to a third party without written consent from City.

3.3.3 CONFIGURATION MANAGEMENT

System configuration management is the responsibility of Contractor.

3.3.4 SOFTWARE MANAGEMENT

Contractor, as the Services provider, is solely responsible for the management of authorized licensed applications software.

3.3.5 APPLICATION SYSTEM ADMINISTRATION

Contractor is solely responsible for all Contractor provided application software.

3.3.6 PROBLEM MANAGEMENT

Application issues will be input and tracked by the user onto the STTS.

3.3.7 CITY LAN/WAN MANAGEMENT

City is responsible for providing the user workstations with high-speed Internet connectivity to authorized licensed applications.

3.3.8 CHANGE MANAGEMENT

Updates to authorized licensed applications software will be handled by Contractor under the Contractor software development/management processes.

3.3.9 CAPACITY PLANNING/PERFORMANCE MANAGEMENT

Contractor is responsible for all capacity and performance management for the servers in Contractor hosting facilities.

3.3.10 BACKUPS AND ARCHIVING

The authorized licensed applications raw data files are backed up daily in a datacenter and are cycled on a weekly basis to an offsite location. A backup database provides additional redundancy.

City may elect to work with Contractor to maintain local data archives. Data archiving will be performed on a Time and Materials basis and is not included in the base price or scope of this agreement, unless outlined in Table 3.

3.4 RECOMMENDED SYSTEM REQUIREMENTS

City is responsible for the desktop support and configuration of those workstations with access to the Software provided. This will include, but is not limited to, maintenance of the OS, virus protection, java versions, browsers, and any installation or reinstallation of Contractor software.

While the exact workstation requirements will vary based on the specific uses and configuration of the Software provided, this section describes the recommended configuration. The recommended configuration has been designed to support most average client uses. Consultation with Contractor is always recommended. Note, MobileVue and PublicVue simply require Tan browser running IE8 or later, Safari 4 or later, Chrome v3 or later, and Firefox 3.5 or later.

Recommended Configuration	
Operating System	<ul style="list-style-type: none"> Windows 7 64 bit or later OS
Hardware	<ul style="list-style-type: none"> X86, 2.4 GHz quad-core microprocessor 4 GBs of available system memory 1GBs on card graphics memory Mouse of similar pointing device Dual 1920x1200 monitor displays
Browser	<ul style="list-style-type: none"> Internet Explorer 64-Bit Edition version 8 or higher (Note: You must download and install 64-bit Java when using a 64-Bit Browser, and the application must be launched from IE 64 to run in 64-bit mode)

The workstation must also have the Java Runtime Version 7 or later installed. To execute applications in 64-bit mode for best performance, a 64-bit Operating System, 64-bit Internet Explorer and 64-bit Java Runtime Libraries must all be installed. Additionally, in cases where multiple applications will run concurrently with Symphony Products, it is suggested that the system have 2GBs of system memory available for each Symphony Product. Users should consult Symphony Support for assistance in configuration for best performance.

4. HARDWARE

Hardware terms specific to the individual products maintained by Contractor are included in their associated Attachmentss.

4.1 GENERAL ITEMS EXCLUDED FROM MAINTENANCE

Problems experienced with items not maintained by Contractor, will be remedied on a time and materials basis if possible, and if mutually agreed upon. The following items are not included in Contractor supplied maintenance and support services:

- a. Replacement of consumable items.
- b. Repair or replacement of equipment under maintenance damaged by vandalism, accident, fire, riot, civil disturbance or acts of war.
- c. Repair or replacement of equipment damaged by acts of God, including, but not limited to, lightning strikes, flood, unusually severe weather or other acts of nature.
- d. Repair or replacement of equipment under maintenance damaged by modifications or adjustments made by City personnel and not authorized by Contractor or not performed under Contractor's supervision and direction.
- e. Repair or replacement of equipment under maintenance damaged by operation in an unsuitable environment such as inadequate air conditioning, humidity control, or faulty electric power.
- f. Repair or replacement of equipment under maintenance damaged by relocation of equipment not performed by Contractor or under Contractor's supervision and direction.
- g. Telephone lines or problems caused by faulty telephone lines or other communications infrastructure.
- h. Power lines or problems caused by faulty power lines.
- i. Equipment maintained by Contractor for which repair parts or services are currently unavailable or become unavailable during this Agreement term, which can no longer be adequately and reasonably maintained, and equipment that reaches End of Life (EOL) during the Term of this Agreement.

Equipment for which parts and services are no longer available or which can no longer be maintained will be identified to City within 30 days of determining its status and a commercial-off-the-shelf equivalent will be identified for replacement.

Contractor will use commercially reasonable efforts to provide City with six (6) months prior notice to the End of Life (EOL) for any equipment. Once equipment has reached EOL, Contractor shall no longer be responsible for maintaining such equipment, nor shall Contractor have any responsibility to replace the equipment at its own expense. The expense for replacement equipment will be solely the responsibility of City. After

equipment has reached EOL, Contractor will identify options for City to replace the equipment. In addition, once equipment reaches EOL, Contractor and City will enter into a bi-lateral modification to edit the scope of the current Agreement and to modify the pricing in the Agreement.

- j. Damage to Maintained Equipment caused by leaking or corroded batteries.
- k. Paint or surface finishes of any item of Maintained Equipment.
- l. Remote site electrical service equipment.
- m. Remote site communications.
- n. Changes in third party data formats.

5. CHANGES TO EQUIPMENT AND/OR SERVICES

The list of equipment provided, or services performed may be amended in the following ways:

- Additions – Items to be added must be approved by Contractor prior to inclusion on the list. The increase in monthly maintenance charges or implementation fees for added equipment, software, or services will be provided by Contractor to City.
- Deletions – City may delete any item upon sixty (60) days written notice, provided that the remaining system meets necessary requirements for functionality and reliable operation. The decrease in monthly maintenance charges for deleted equipment, software or services will be by provided by Contractor to City and will take into account any termination fees or unavoidable associated costs incurred by Contractor related to the deletion or termination of services.

6. CUSTOMER RESPONSIBILITIES

City is responsible for the following:

- Maintaining a staff that has received adequate training in operating the licensed application software and equipment and has the skills required to perform operator level maintenance including the removal and replacement of equipment, including but not limited to computer hardware, peripherals, or VMAT equipment, cabling, or antennas as appropriate under the direction of Contractor maintenance personnel. Note that changes in City staff may require training for new personnel. Contractor will supply such training on a time and materials basis.
- Maintaining a log-in account on the system for use by Contractor to allow remote access, through dial-up or Internet access with administrative privileges to the system for performing diagnostic and malfunction analysis and corrective actions.
- Costs and management of power and communications (e.g., telephone, ISDN, DSL, wireless broadband) and contractual relationships, unless outlined in Table 3: Services Provided.
- Strictly controlling access to authorized licensed applications as it is a proprietary application.
- Maintain a list of Authorized End Users. Contractor will conduct an annual inventory of authorized users.

7. CONTACT INFORMATION

Contact Information	
SUPPORT HOTLINE	(877) 448-2647
TROUBLE TRACKING SYSTEM	https://secure.symphonycdm.com/support/
EMAIL	symphonysupport@L3Harris.com
CONTRACTS	Kristin Uckert, Contracts Manager Kristin.Uckert@L3Harris.com (470) 630-8521
SALES/SERVICE	Jessica Martell, Symphony CRM Director Jessica.Martell@L3Harris.com (571) 230-8200

Attachment 1 – Symphony EnvironmentalVue

A. Overview

EnvironmentalVue is a hosted Noise and Operations Monitoring (NOMS) system operated by Contractor. It allows customers to track aircraft and manage community noise complaints, and it helps improve community relations by allowing the customer to present information to the public through published noise and operations reports. Raw data, in the form of noise and flight track information, is gathered locally at each airport or remotely and must be forwarded to Contractor for processing, access, graphical presentation, and storage. City will provide the network infrastructure and telecommunications service for the gathering and transfer of raw data from the NOMS system components to Contractor via the Internet.

Key *EnvironmentalVue* capabilities include:

- A powerful underlying GIS engine that permits users to create robust maps and exhibits
- 3D display is the NOMS industry's most dynamic and realistic, including highly accurate aircraft depictions and aircraft liveries (if available with flight plan data)
- 3D view of gates, corridors and points-of-closest approach (PCA's) result in powerful graphical exhibits for either industry experts or laypersons.
- Runs on a number of platforms including IE, Chrome, Mozilla and Safari
- Users can set-up multiple Vues (windows) consisting of both tabular or graphical data
- SmartTables are directly connected to map displays and may be configured to report via a tabular output or map display (filtering)
- The ReportVue module represents the industry's most modern NOMS report-generation system including custom reports, standard reports and standard outputs to PDF, Word, Excel and csv.
- Users can generate pivot tables for enhanced analytical output
- By providing access to live, ATC-quality data, *EnvironmentalVue* also improves environmental compliance, displays precise flight tracks and reduces litigation exposure for airports.

B. Scope

Table 7: *EnvironmentalVue* Licenses Provided

Software	License Quantity	Description
Symphony <i>EnvironmentalVue</i>	Up to 5	Environmental Noise and Operations Monitoring Software

Table 8: *EnvironmentalVue* Services Provided

Service Description
Centralized Hosting & Storage
Automatic Secure Backups
Monitoring of Data Transfer & Processing
Internet Weather Feed
Customer Support

Maintenance & Mail-in support of three (3) TA40000 Noise Monitoring Terminals (NMTs) before NMT upgrades & Mail-in support of three (3) LD831C NMTs after NMT upgrades
Maintenance & mail-in support of one (1) portable Larson Davis 831 (LD831) and one (1) calibrator, as long as the manufacturer deems the unit repairable
Maintenance & support of one (1) 8-channel Digital Voice Recorder (DVR) on a time and materials, plus travel basis

C. Special Terms and Conditions

In addition to the terms and conditions outlined in sections 1 to 7 of this Statement of Work, the following details apply regarding the installation and maintenance of EnvironmentalVue.

NMT Hardware Upgrade

Contractor will provide three (3) Larson Davis 831C Noise Monitoring Terminals to replace the aging legacy TA40000 NMTs currently deployed around MYF. LD's 831C has been designed to be an Internet connected device and fully supports remote administration and internet-based data communication to minimize life cycle costs of the product. As a result, the Model 831C NMT will maximize the service life and minimize life cycle costs of the product. Larson Davis noise monitors include a two-year factory warranty, auto calibration and system health reporting features, and a software utility that complements Contractor's Symphony EnvironmentalVue software integration. Contractor will extend the manufacturer's warranty to cover the full term of this Agreement.



General Specifications	
Reference level	114.0 dB re. 20 μ Pa
Reference level range	Single large range for SLM Normal for OBA option, Gain 0 dB
Reference frequency	1000 Hz
Reference direction	0° is perpendicular to the microphone diaphragm
Temperature Effects	$\leq \pm 0.5$ dB error between +14 to +122 °F (-10 to 50 °C)
Operating Temperature	-13 °F to +122 °F (-25 °C to +50 °C)
Storage temperature	-13 to +158 °F (-25 to +70 °C)
Humidity	$\leq \pm 0.5$ dB error from 30% to 90% relative humidity at 104 °F (40 °C)
Equivalent Microphone Impedance	12 pF for Larson Davis 1/2 in microphone
Range Level Error (OBA option)	$\leq \pm 0.1$ dB relative to the reference range
Digital Display Update Rate	Four times per second (0.25 sec between updates). First display indication is available 0.25 seconds after initiation of a measurement.
Effect of an Extension Cable	None (up to 200 ft or 61 m with EXCxxx cable)
Electrostatic Discharges	The instrument is not adversely affected by electrostatic discharges
Extended Weather Options	-40 to +158 °F (-40 to +70 °C) operation with CER-831-E
Resolution Specifications	
Levels	0.1 dB
Dose	0.1%
Elapsed time	0.1 second
Real time clock	1 second
Calendar	Through 31 Dec 2100

a) Contractor Responsibilities

Using the existing site infrastructure including the currently installed NMT poles, enclosures, electric, etc. Contractor will replace MYF's three (3) TA40000 NMTs with Larson Davis model 831C NMTs. Contractor will also provide a NMT calibration tool. All three (3) NMTs will be deployed in one (1) trip, which will occur in place of MYF's annual NMT calibration trip in one of the first two Agreement years.

The scope of this project includes project management, NMT equipment, installation labor, integration of NMTs into the Symphony EnvironmentalVue database, testing, shipping of new NMT equipment, and travel costs. Contractor will remove TA40000 NMTs and associated equipment, taking ownership and possession of the old monitors, and install new LD 831C NMTs. Contractor will develop and provide MYF a detailed schedule including old NMT removal, new NMT installation, testing at each NMT location, and integration of noise data into the Symphony EnvironmentalVue database.

b) MYF Responsibilities

Before installation, MYF will need to provide the following:

- SIM cards from MYF's selected service provider (contractual responsibility and communication costs are solely MYF's responsibility)
- 10-digit MSISDN number
- An APN (Access Point Name) for 4G LTE CAT-1 service. Contractor will program the APN name into the purchased LD modem (included in this quote) accordingly.
- Static IP Address

MYF is also responsible for the following tasks:

- Arrange any planning permissions/permits or other costs associated with the location of the NMT
- Provide communications hardware (SIM cards), making sure that communications are operational for testing and deployment, and paying for communications service to the NMTs
- Provide technician access to NMT locations, if necessary, in a timely manner so that it does not interrupt Contractor's preestablished schedule
- Make sure NMT sites are free from excessive overgrown foliage, rodent, insect or similar infestations, animal feces, and any other access restrictions

Hardware Maintenance, Support & Warranty on LD831Cs

If there is a hardware issue, using available spare parts, City personnel will perform operator level maintenance and troubleshooting under the guidance of Contractor, to correct a malfunction with the equipment. If the fault is with a remote monitoring site, City personnel will also verify that the electric power and communications at the remote site are in good working order. If the operator level maintenance activities are unable to correct the hardware malfunction, City will notify Contractor support personnel and Contractor will request that City mail the equipment in for repair.

Contractor will provide all parts and labor necessary to keep the Contractor Maintained Equipment in operating condition, subject to NMT warranty terms. The three new LD831C NMTs and new calibrator will be covered by an extended manufacturer's warranty for the duration of this Agreement. Replacement parts will be new or reconditioned parts that meet the original functional requirements and, upon installation, become the property of City. Replaced parts removed from the maintained equipment will be the property of Contractor. Contractor may elect to subcontract maintenance services from qualified third-party service vendors for certain Contractor Maintained Equipment. NMT maintenance will be provided by "mail-in" support (no on-site services other than annual calibration). Contractor will provide shipping labels. One (1) Larson Davis 831 NMT and NMT calibration tool are maintained as long as deemed repairable by the equipment manufacturer during the duration of this agreement.

Contractor will calibrate each fixed remote and portable noise monitoring site once per year. Each sound level device (such as a NMT Calibrator) listed will be calibrated once per year. Consumable items, such as batteries, bird spikes, wind-screens, desiccants, etc. that are part of Maintained TA40000 NMTs will be replaced as needed during the contract required scheduled calibration trip. Replacement of these items at any time other than during the contract required scheduled calibration trip is not covered and City will be billed on a Time and Materials, plus travel basis should they choose for this maintenance to be performed. Consumable items for City's Larson Davis 831 portable NMT and new LD831C NMTs are not covered and will be billed on a Time and Materials, plus any necessary travel basis should City choose for this maintenance to be performed.

Noise monitoring sites must be easily accessible. Noise monitoring sites will not be calibrated, maintenance on NMTs during calibration trips will not be performed, and NMT upgrades will not be performed under the following conditions:

1. Excessive overgrown foliage
2. Rodent, insect, or similar infestations
3. Animal feces
4. Lack of accessibility due to private property escorts not showing up on time, locked points of access, etc.
5. Any other access restrictions not remedied or communicated to Contractor personnel before travel arrangements have been made.

If the above listed conditions exist, Contractor personnel will notify City so that the appropriate action can be taken. City should remedy the situation so that it does not interrupt the previously established schedule of Contractor personnel. If Contractor personnel must extend their trip or make an additional trip to the airport to finish the job, all costs incurred will be the responsibility of City.

Raw Data Collection Objectives

The system utilizes data from a variety of sources, listed below. Data is continually monitored to minimize data loss. Data Collection goals vary depending on the type and configuration. The following outlines performance goals by data type. For statistical purposes, Contractor does not warrant the automatic nightly or real-time download percentages from any subsystem failure beyond Contractor's control as outlined in section XIV. Periods where this is the case will not be included in the performance computations.

The following outlines the goals for the supported data capture systems as applicable.

a) Flight Track Capture

Contractor's NextGen Surveillance Data

Available Traffic Information Service-Broadcast (TIS-B), Airport Surface Detection Equipment (ASDE-X) Automatic Dependent Surveillance-Broadcast (ADS-B), Multilateration (MLAT), and Aircraft Situational Display to Industry (ASDI) flight track data will be collected using the NextGen Data Collector, located at Contractor's hosting facility. ADS-B data is provided by Contractor, and TIS-B/ASDE-X data is provided by the FAA, supplied to Contractor and merged into a single data stream. This stream is securely transmitted directly to the EnvironmentalVue system. Contractor agrees to a 95%, per year, capture of data from this merged stream, as measured at Contractor's hosting facilities. If this data source becomes unavailable, Contractor will work to rectify the "source of data" problem. This time period will not be considered when computing performance. Contractor retains the right to enforce complete or partial cessation of data availability in the event of an emergency or security related circumstance as directed by the FAA / U.S. Government and is not liable for data downtime associated with such a scenario. NextGen data is intended for use solely by the EnvironmentalVue system.

b) Noise Data Capture

Noise data is collected via Noise Monitoring Terminals (NMT's) located in the vicinity of the airport(s). Each permanent NMT measures and stores data for subsequent download on a nightly basis. Downloads are performed automatically. Wireless communications setup, paid for and maintained by City, are used to download the data. Contractor will complete data transfer within the first day after the data has been

collected at the NMTs. Contractor expects a 95% per year capture of NMT data, exclusive of when the system is not remotely accessible. This expectation is dependent upon NMT availability. City may work with Contractor to download portable noise monitoring data and upload it for integration in the EnvironmentalVue database.

c) Weather Data Capture

Weather data is collected through the Internet from an online service. In these cases, the data will be collected at the Contractor Hosting facilities. Contractor will complete data transfer within the first day after the data is received.

d) DVR Capture

City's 8-channel Contractor Digital Voice Recorder (DVR) is configured to create wave files from air band radio communications in the vicinity of the airport. The DVR is installed on-site. Contractor agrees to a 95% uptime of this server exclusive of on-site power, communications, and hardware issues. Contractor does not warrant the quality or content of the recordings.

e) Daily Data Processing

Data is gathered by the DAS computer for subsequent transfer to Contractor's hosting facility. The objective for this data processing is 99% (measured annually). There, the data is processed from raw data into correlated information and subsequently stored in the EnvironmentalVue database where it is available for customer use.

- **Raw Data Transfer**

A process run on the DAS each night will automatically transfer information to Contractor's hosting facility. A log file is generated describing the process and resultant status.

- **Raw Data Processing**

Data, collected by the DAS, is transferred to the EnvironmentalVue servers in the hosting facility, and subsequently processed into an Oracle database for customer use.

f) Communications

Communications are the responsibility of City. Communication-related outages are outside of Contractor's control will not be considered in the computation of the performance metrics.

Additional Items Excluded from Maintenance

Problems experienced with items not maintained by Contractor, will be remedied on a time and materials basis if possible, and if mutually agreed upon. See Attachment 1 Section B. Scope for a complete list of maintained hardware, software and services for the EnvironmentalVue solution. The following items are not included in Contractor supplied maintenance and support services:

- a) Repair or replacement of consumable items, such as bird spikes, wind-screens, desiccants, etc. that are part of the Larson Davis 831 and 831C NMTs at any time.
- b) Repair or replacement of consumable items, that are part of Maintained Equipment, except for TA4000 NMTs, which are replaced free of charge during contract required scheduled calibration trips only.

- c) Repair or replacement of consumable items, such as bird spikes, wind-screens, desiccants, etc. that are part of Maintained TA40000 NMTs at any time other than during the contract required scheduled calibration trip(s). Should City choose to have this maintenance performed at any time other than during the contract required scheduled calibration trip(s), City will be billed on a Time and Materials basis.
- d) NMT batteries
- e) Tree trimming, overgrown foliage, or other similar site maintenance work.
- f) Extermination services.
- g) Remote site poles.
- h) Remote site enclosures.

Attachment 2 – Symphony Contours with Virtual Noise Monitors

A. Overview

Contractor *Contours with Virtual Noise Monitors* will provide users the capability of calculating noise levels based on flight tracks at a certain chosen location on a GIS map. The Contractor "*Contours with VNM*" software module integrates with the *EnvironmentalVue* application and database to allow an airport to quickly and easily generate noise contours based on actual flight tracks. *Contours* is based on the FAA Integrated Noise Model (INM) and is ready to support the FAA Aviation Environmental Design Tool (AEDT). This module quickly and easily generates daily, weekly, monthly, quarterly or annual noise contours, including "what-if" scenarios. VNMs complement or replace fielded noise monitors. *Contours* can be easily set up to monitor any location in the vicinity of the airport.

Key advantages of *Contours with VNMs* include:

- Contours/VNMs powered by Contractor NextGen *Data* results in high fidelity contours
- VNMs can be located in the vicinity of a noise complainant vs. fielding NMTs which may or may not be in the vicinity
- VNMs use aircraft-calculated noise metrics vs. NMTs which have ambient/community noise bias
- Airport (or consultant) can easily run contours resulting in lower cost to generate and produce annual or periodic contours
- Contours/VNMs can help validate RNAV departure procedures (RDPs) and other noise abatement departure procedures (NADPs)
- VNMs that are complemented by a portable noise monitor result in effective and targeted customer outreach when compared to existing NMT metrics and data

Available Virtual Noise Monitor Metrics:

- Leq (A-weighted equivalent sound level)
- Lmax (A-weighted maximum sound level)
- EPNL (Effective perceived noise level)
- SEL (Sound Energy Level)
- CNEL (Community Noise equivalent level)
- TALA65 (A-weighted noise level time above 65)
- VNMs also exclude "noise contamination" from ambient or communication noise versus aircraft-only calculated noise metrics.
- VNMs also reduce the total cost of ownership (TCO) when compared to field NMTs given the recurring costs for annual calibrations, maintenance contracts and recurring high-speed Internet.

B. Scope

Table 9: *Contours with VNMs Software Provided*

Software	License Quantity	Description
Symphony Contours with Virtual Noise Monitors	Up to 5	Noise contouring software with virtual noise monitoring capability.

Table 10: Contours with VNMs Services Provided

Service Description
Centralized Hosting & Storage
Automatic Secure Backups
Monitoring of Data Transfer & Processing
Customer Support

C. Special Terms and Conditions

All terms and conditions for Contours with VNMs are consistent with the terms and conditions outlined in sections 1 to 7 of this Scope of Services.

Attachment 3 – Contractor NextGen Surveillance Data

A. Overview

Contractor' NextGen Data is a multi-sensor-based surveillance fused data feed available for the U.S. National Airspace System ("NAS"). The NextGen data feed contains ADS-B data derived directly from the U.S. national ADS-B Network owned by Contractor, and U.S. Government-sourced data including but not limited to: FAA en route and terminal secondary surveillance data, airport surface surveillance data from the FAA Airport Surface Detection Equipment Model X (ASDE-X), and flight plan data from the FAA host system. The NextGen data also includes value added content provided by Contractor through the application of proprietary algorithms and data.

One Aircraft Target...One Track...One Point of Contact....Nationwide

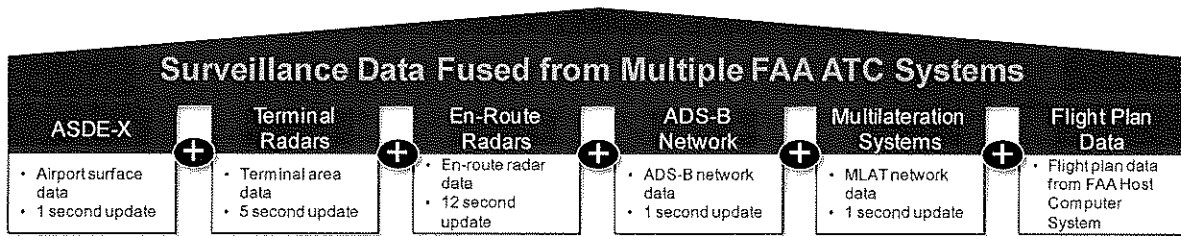


Figure 1: Contractor NextGen Data Elements

B. Scope

Subject to the terms and conditions of the Agreement, Contractor agrees to grant City a non-exclusive, limited, and revocable right to use NextGen Data (as defined in this Master License Agreement) for limited use in Symphony products to qualified recipients as set forth herein. City shall not resell the data to any re-seller or vendor of data. Any violation of this will be considered a material breach of the contract and may result in immediate termination of this Agreement and loss of service. The specific services will be provided to City:

Table 11: NextGen Data Licenses Provided

Software	License Quantity	Description
Contractor NextGen Surveillance Data	1	Contractor NextGen Surveillance Data for use in Symphony applications only – Terminal Service Area around MYF and SDM airport(s)

Table 12: NextGen Data Service Description

Service	Description
Minor Airport Terminal Service Area for limited use of the data per the terms of this Agreement in Contractor Symphony Products Only	Data shall be provided for a volume of 30 nautical miles around the center of MYF extending to a height of 20,000 feet, <u>excluding the surface of MYF and SDM airports</u> . Coverage shall be equivalent to current radar coverage.

Table 13: NextGen Data Services Provided

Service Description
Centralized Hosting & Storage
Automatic Secure Backups
Monitoring of Data Transfer & Processing
Customer Support

C. Special Terms and Conditions

All terms and conditions for Contractor' NextGen Surveillance Data are consistent with the terms and conditions outlined in sections 1 to 7 of this Scope of Service.

Attachement 4 – Symphony MobileVue

A. Overview

Symphony MobileVue is a situation awareness display system that displays real-time aircraft and vehicle surveillance data on a portable device. *Symphony MobileVue* puts real-time surveillance data in the hands of the people who are actually operating on the surface of an airport, providing significant improvements in safety and efficiency.

MobileVue enables airfield operations staff to have real-time access to surveillance and taxi-time information on a portable device. Airfield operations staff are able to manage their activities based on what is actually happening on the airfield, and with coverage of approaching aircraft, dependent on surveillance coverage.

For airport vehicles equipped with *VMATs*, *MobileVue* will enhance safety and efficiency in movement and non-movement areas by providing airport operators with a depiction of their location in relation to aircraft and other vehicles operating around and on the airport surface.

MobileVue features include:

- Simple, familiar hardware and display interface
- Supports zoom, pan and centering operations
- User configurable information display
- Displays aircraft taxi-times for DOT compliance monitoring
- Easy to install and update wirelessly
- User selectable background maps and colors

B. Scope

Table 14: MobileVue Software Provided

Software	License Quantity	Description
Symphony MobileVue	1	Mobile Airport/Airline Operations Situational Awareness & Decision Support System

Table 15: MobileVue Services Provided

Service Description
Centralized Hosting & Storage
Automatic Secure Backups
Monitoring of Data Transfer & Processing
Customer Support

C. Special Terms and Conditions

All terms and conditions for MobileVue are consistent with the terms and conditions outlined in sections 1 to 7 of this Scope of Services.

Attachment 5– Future Optional Symphony Solution Enhancements

Attachment 5 defines the optional Software Solutions, Hardware, Hosting, Support, Equipment Improvements, and incidental tasks pertaining to the Services provided by Contractor to the City. In addition to the current solutions, Contractor is pleased to present optional solutions and enhancements that will provide further functionality and value to the overall Symphony noise and operations management solution. Each of these solutions/enhancements may be elected at any time during the period of performance of this contract through the execution of a mutually agreed upon and executed Contract Amendment. Each Change Contract Amendment will incorporate its own individual terms, conditions, and cost as required.

Option 1 – Symphony PublicVue

PublicVue is a web enabled centrally hosted solution that delivers one of the most advanced modern Public Flight Tracking System that the aviation industry has to offer. The *PublicVue* solution with its high-quality flight tracking capabilities provides robust visualizations and extensive analytical capabilities to the public.

Key *PublicVue* features include:

- High definition, configurable displays that run on a number of standard Web browsers (IE, Safari, Firefox, Chrome) and are accessible on tablets and smart phones (iOS, Windows, and Android)
- Real-time (with 10 min security delay) and historical replay flight tracking options are available
- Compliant creation is fully integrated and auto-populates flight information into the complaint
- Public has the ability to use the smartphone or tablet location to center the map display and show relative aircraft position, bearing and altitude
- Address Lookup and Locate Me tools enable public to define location and show the relative position of the aircraft to that location
- Existing integration with EnvironmentalVue NOMS system enables the public to submit complaints via PublicVue that will directly populate into the NOMS complaint database
- Data accuracy, transparency and consistency in what the public sees through PublicVue and what the Noise office analyzes and reports through EnvironmentalVue
- Intuitive, user customizable displays, including 7 different map overlays and real-time weather overlays
- Tabular data supports map filtering (arrivals, departures and over-flights) for public users who are interested in analyzing particular operations
- User configurable flight data tags, pop-up labels, icon sizing and colorization
- Flight following with optional display of the full flight path and slant angle feature shows homeowners the exact route and profile of a flight in the vicinity of their location

Option 2 – Symphony OpsVue

Symphony OpsVue is a web-hosted application that provides visualization of all flights in the National Airspace System (NAS) and operational monitoring and alerting for taxi delays, diversion management and irregular operations. *OpsVue* leverages the FAA's investment in NextGen technology by fusing legacy radar and multilateration data with Automatic Dependent Surveillance-Broadcast (ADS-B) flight tracking surveillance data to provide the most complete, accurate and timely picture of all aircraft in the air and on the ground (in both 2D and 3D) throughout the NAS.

Key features of OpsVue include:

- NAS-wide real-time shared situational awareness and data visualization
- High performance 2D/3D visualization engine providing real-time updates of critical operational elements
- Operational monitoring & alerting for tarmac delays, geofencing, surface saturation and diversions
- Multiple alerting methods (email, SMS, display pop-ups, aircraft color changes) when user –defined thresholds are exceeded
- Operational replay & historical analysis: (1) visual replay of operations and situations, and (2) historical data analysis and report generation
- Flight surveillance coverage includes military and VFR flight activity
- Graphical and Textual Weather Packages are available (Radar, Real-time Lightning)

Option 3 – Symphony MobileVue

Additional licenses of Symphony MobileVue may be purchased.

Option 4 – Symphony Airfield Portal

The *Symphony Airfield Portal* is a web hosted, real-time information portal that will provide airport users access to Contractor provided applications, real-time information on arrivals and departures, diversions, cancellations, weather, FAA NAS status and delay information, runway configuration, NOTAMS, a stakeholder messaging tool, a real-time chat tool and custom reports and announcements. The Airfield Portal will also provide airports the ability to integrate third-party applications as well as their own custom applications into the system.

Option 5 – Symphony Analytics Workbook

The *Symphony Airport Analytics Workbook* is a web-based solution that provides worksheet visualizations of arrivals/departures, taxi in/taxi out, departure/arrival statistics/trends, hub bank, passenger flow, gate utilization, and diversions. The visualizations are displayed in real-time and historical operational views of the airport's inbound and outbound flights.

Key *Symphony Analytics Workbook* features include:

- Updated every five minutes enabling real-time performance analysis and proactive management
- Access to flight data back to 2011
- Combines multiple datasets into a scalable data warehouse
- Powered by a top industry leading global flight database
- Hosted on a modern data warehouse
- Online access provides flexibility of usage
- Intuitive interface creates reports quickly and easily
- Reporting application delivers historical on-time performance data on airlines and airports
- Visualization through graphs and diagrams
- Scheduled, estimated and actual gate/runway times in local airport time and UTC
- Terminal and gate utilization
- Equipment type, sub-type, number of seats
- Delay statistics

- Pre-calculated operational performance metrics (BO, DO, D5, D15, D30, A0, A5, A15, A30)
- Completion factor, cancellations and diversions
- Scheduled and actual block/air time
- Departure and arrival taxi time
- Marketing, operating and codeshare airlines
- Reference and weather data (airline, airport, equipment, regions/countries, TAF, METAR, etc.)
- User defined automated reports
- Real-time and historical diversion reports

Option 6 - NextGen Surveillance Data for Use in Other Airport Applications

Contractor' NextGen Data may be purchased for use in other airport applications.

Option 7 – Symphony Vehicle Tracking Devices

A Symphony Vehicle Movement Area Transponder (VMAT) is a Universal Access Transceiver (UAT) Automatic Dependent Surveillance-Broadcast (ADS-B) vehicle tracking unit, allowing for accurate, real-time tracking of surface vehicles in the airport movement area providing increased operational safety and efficiency.

VMAT units are certified by the FAA to be fully compliant with Federal Aviation Administration (FAA) Advisory Circular 150/5220-26. The unit enables continuous transmission of vehicle position and identification. Data transmitted from vehicles is picked up by FAA ADS-B ground infrastructure and displayed on air traffic controller displays in the tower cab allowing full ATC awareness of the location of the vehicles in the movement area.

Additionally, data is displayed in the cockpit of appropriately equipped aircraft for enhanced pilot situational awareness. The data from the VMAT unit is automatically integrated into Contractor commercial NextGen data offering and other Contractor products, including *OpsVue* and *MobileVue*. Subscribers to these products have full access to VMAT equipped vehicle movement data, and through *MobileVue* vehicle operators are provided the full airport situation awareness picture on iOS and Android mobile devices.

Contractor also provides a Vehicle Tracking System (VTS) solution. VTS is a cost-effective, high performance vehicle tracking system that provides vehicle location through scalable, high-speed wireless networks. Each unit creates a vehicle track that can be seen in real time, as well as viewed historically. The VTS is LTE Powered and only requires a SIM card to activate. The ability to accurately track surface vehicles with VTS, in both the movement and non-movement area (including landside), creates an environment of total situational awareness at a fraction of the cost of competing tracking systems.

Option 8 – Falcon vNOTAMs

Falcon vNOTAMs provides a real-time graphical display of FAA textual NOTAMs (Notices to Airmen) and FICONS (Field Condition Reports) from the Federal NOTAM System (FNS) of a particular airport on an airfield map to provide an intuitive visual representation of current and future airfield conditions.

Visual displays include an airport's:

- Runway/Taxiway/Apron Closures, Restrictions and Warnings
- Runway/Taxiway/Apron FICONS
- Graphical Temporary Flight Restrictions (TFRs) and UAS NOTAMs
- Location of Obstacle NOTAMs within the vicinity of the airport
- Weather Information such as temperature, dew point, visibility, wind speed and direction

Key vNOTAMs features and benefits include:

- Live tabular and graphical display of all NOTAMs and FICONS on the airfield map
- Airport surface comprised of individual elements allowing for accurate representation of NOTAMs for closures, restrictions and warnings
- Ability for Airport operators to modify displayed graphics and enter "Airport Status" messages to promote collaborative decision making
- Archive NOTAM and FICON data for historical analysis
- Multiple map types and individual map layers
- Look ahead to view all NOTAMs scheduled the next 1, 2 or 3 days
- Time specific future view of projected airfield NOTAMs and FICONS

Option 9 – Additional Noise Monitoring Terminals (NMTS)

Contractor partners with Larson Davis to provide state of the art noise monitoring terminals. Contractor currently offers the Larson Davis Model 831C NMT that can be provided as either a fixed mount or portable solution should MYF desire to expand their NMT fleet. The Model 831C can stream data over a secure internet connection (SSL or VPN) for live noise levels to integrate with our Symphony EnvironmentalVue® application. In addition, to ensure system reliability, it will log those same levels into internal memory. The Model 831C has been designed to be an internet-connected device and fully supports remote administration and internet-based data communication to minimize maintenance and troubleshooting costs. The system is very modular which makes service easy and means that as technologies go obsolete they can be easily replaced. L3Harris can provide LD831C NMTs, we well as newer models of Larson Davis NMTs as they are released.

Option 10 – Complaint Box

Complaint Box provides clients with real-time complaint data, analytics and increased intelligence while reducing costs and saving valuable resources. Complaint Box's secure, cloud-based relational databases are fed by a state-of-the-art communications module that includes Complaint Box Mobile (iOS and Android compatible), customizable online webforms and complaint hotlines featuring real-time, automated voice to text transcriptions.

For each comment received by hotline or webform with a valid email address, Complaint Box automatically issues in real time an HTML email receipt back to the complainant confirming that their concerns/issues have been logged into the system and will be reviewed, analyzed and mapped. Complaint Box confirmation emails can also include a link back to the airport's noise information webpage to provide the complainant with additional information on the airport's noise abatement efforts.

Option 11 – Symphony Vantage

Symphony Vantage is a dynamic aircraft identification system. A critical part of a flight tracking system is the ability to identify aircraft. This requirement is most apparent at airports with general aviation aircraft, VFR operations, and block list aircraft. Symphony's Vantage service uses low-impact wireless solar-powered cameras to capture images of aircraft on the runways and taxiways under all lighting and weather conditions.

These images are processed, the aircraft registration numbers are extracted, and the aircraft type and engine type are determined using Vantage's proprietary database. This data can then be fused with the appropriate flight track and uploaded automatically into our EnvironmentalVue application. The aircraft identification data provided by Vantage helps to eliminate the unknowns that are unavoidable in-flight tracking data and provides the most complete and accurate data set possible today.

Key *Symphony Vantage* service features and benefits include:

- System is warranted and maintained
- Simple deployment; no construction needed
- Automatically identify 99% of Aircraft IDs including VFR and military flights
- Improved reporting on your airport's utilization and billing requirements
- ID's aircraft day or night in all weather conditions
- Solar-powered with 3+ days of battery power
- Wireless communication
- Automated outage / trouble reporting
- Camera data fused with Contractor surveillance data
- Vantage web-interface allow users to view aircraft activities
- Searchable, sortable, and exportable (Microsoft Excel)
- Aircraft metadata including owner and operator including 50K GA operators
- Email / Phone for many operators

Option 12 – Symphony PlanePass

The Contractor PlanePass application is an option to consider for increasing revenue potential. PlanePass is Symphony's turn-key, full-service aircraft fee billing and collection system. It automatically delivers landing fee and customs revenue to the airport with little effort required by airport or FBO staff. PlanePass works in conjunction with the data and information received from the Symphony Vantage and EnvironmentalVue applications to provide 99% of all flight activity at the airport.

Key *Symphony PlanePass* features and benefits include:

- Significantly increase revenue with 24/7 system operations
- Data fused with Contractor surveillance data for use in other airport systems
- 99% billing collection success rate
- No airport / FBO staff resource needed
- Transparent/secure process
- Integrated back-office systems tracking, billing, CRM, collections, reporting
- Live in-house customer service and collections team
- Web-portal for aircraft operators to manage their own accounts and pay online
- Airport Web-Portal for airport staff oversight

Option 13 – ADS-B Xtend

Automatic Dependent Surveillance-Broadcast (ADS-B) Xtend dual-band receivers allow airports to reduce gaps in radar coverage and flight track ghosting for improved situational awareness of all aircraft and surface vehicles. ADS-B Xtend provides coverage on airfield areas that lack current radar coverage or have intermittent tracks displayed. The portable device allows for a quick and easy deployment.

Key ADS-B Xtend features and benefits include:

- Combines with other sensors and data for safer operations
- Customizable for unique systems integration
- Fills low altitude and surface data gaps at airports
- Flexible and portable for stationary and roaming coverage
- Improves quality, accuracy and reliability of flight tracking data
- Integrates into Contractor's Symphony Application Suite

Option 14 - Additional System Customization/Upgrades

Contractor can upgrade City's existing solution(s) in the future by adding additional services, hardware, software modules and/or custom functionality, further expanding and enhancing the current solution's capabilities. Contractor will work with City to determine the mutually agreed upon Scope of Services for any and all solution enhancements.

EXHIBIT B



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT C

CITY REQUIRED FORMS

- Contractor's Standards Pledge of Compliance
- EOCP Form
- Insurance Certificates with all endorsements as requested by City

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Symphony Solution Scope of Services March 2022c

B. BIDDER/PROPOSER INFORMATION:

L3Harris Technologies, Inc.

Legal Name	Herndon	DBA	
2235 Monroe Street	City	VA	20171
Street Address	City	State	Zip
Kristin Uckert, Contracts Manager	(703) 245-4281		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Jessica Martell	Symphony CRM Director
Name	Title/Position
Herndon, VA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Director of Customer Relationship Management - Symphony	
Interest in the transaction	

Kristin Uckert	Contracts Manager
Name	Title/Position
Herndon, VA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Contracts Manager - Symphony	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 12/06/1926 State of incorporation: Delaware

List corporation's current officers: President: Chris Kubasik
Vice Pres: Ed Zoiss
Secretary: Scott Mikuen
Treasurer: Michelle Turner

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: June 29, 2019

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? NYSE, Ticker Symbol: LHX _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

None

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

a. Number of voting shares: N/A publicly traded company
b. Number of nonvoting shares: _____
c. Number of shareholders: _____
d. Value per share of common stock: _____
Par \$ _____
Book \$ _____
Market \$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America Merrill Lynch

Point of Contact: Suzy Acosta, VP, Treasury Fulfillment, Service & Operations

Address: 222 Broadway, New York, NY 10038

Phone Number: (888) 715-1000

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2012008991, B1997001515, B2016016449 Year Issued: 2022

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Denver International Airport

Contact Name and Phone Number: Andrea (Annie) Christensen 303-342-2360
Contact Email: Andrea.Christensen@flydenver.com
Address: 8500 Pena Blvd, Denver, CO 80249
Contract Date: January 1, 2017
Contract Amount: \$ 1,200,000.00
Requirements of Contract: Symphony EnvironmentalVue, Symphony PublicVue, NextGen Surveillance Data, NMT Data Processing

Company Name: King County International Airport/Boeing Field
Contact Name and Phone Number: Alyssa Dean 206-369-9907
Contact Email: aldean@kingcounty.gov
Address: 7277 Perimeter Rd. S, Suite 200, Seattle, WA 98108
Contract Date: January 1, 2018
Contract Amount: \$ 1,400,000.00
Requirements of Contract: Symphony EnvironmentalVue, Symphony PublicVue, NextGen Surveillance Data, PlaneNoise, and Support of 6 Noise Monitoring Terminals

Company Name: Cleveland Airport System
Contact Name and Phone Number: Michael Reilly 216-857-7587
Contact Email: MReilly@clevelandairport.com
Address: 5300 Riverside Dr., Cleveland, OH 44135
Contract Date: May 1, 2018
Contract Amount: \$ 500,000.00
Requirements of Contract: Symphony EnvironmentalVue, SymphonyContours with VNMs, Symphony PublicVue, NextGen Data, Support of 4 Noise Monitoring Terminals

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.
2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
b. Woman or Minority Owned Business Enterprise Certification # _____
c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Larson Davis, a PCB Piezotronics Division

Address: 3425 Walden Avenue, Depew, New York 14043

Contact Name: Ken Cox Phone: (801) 354-0158 Email: KCox@pcb.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ Confidential (per year) \$ Proprietary (total contract term)

Scope of work subcontractor will perform: Manufacture and supply noise monitoring terminal hardware, provide extended manufacturer hardware warranty, and provide annual calibration and certifi

Identify whether company is a subcontractor or supplier: Supplier

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Kristin Uckert, Contracts Manager

Kristin Uckert

Digitally signed by Kristin Uckert
Date: 2022.06.28 11:01:55
-04'00'

June 28, 2022

Name and Title

Signature

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

C.1 - As the result of a merger, on June 29, 2019, Harris Corporation became L3Harris Technologies, Inc. The location of our Corporate Headquarters, 1025 W. NASA Boulevard Melbourne, FL 32919 remained the same through the merger.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Kristin Uckert, Contracts Manager

Print Name, Title

Kristin Uckert

Signature

Digitally signed by Kristin Uckert
Date: 2022.06.28 11:02:17 -04'00'

June 28, 2022

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran: Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in Council Policy 100-10. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: L3Harris Technologies, Inc.

Certified By Kristin Uckert Title Contracts Manager
Name

Kristin Uckert Date June 28, 2022
Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: L3Harris Technologies, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 1025 West NASA Boulevard

City: Melbourne County: Brevard State: FL Zip: 32919

Telephone Number: 321-727-9100 Fax Number: _____

Name of Company CEO: Chris Kubasik

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 10180 Barnes Canyon Rd #100 and 9020 Balboa Ave
City: San Diego County: San Diego State: CA Zip: 92121 / 92123

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Corporation Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of L3Harris Technologies, Inc.

(Firm Name)

Fairfax, VA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 28 day of June, 2022

Kristin Uckert
Digitally signed by Kristin Uckert
Date: 2022.06.28 11:08:52 -0400
(Authorized Signature)

Kristin Uckert
Digitally signed by Kristin Uckert
Date: 2022.06.28 11:09:06 -0400
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: L3Harris Technologies, Inc.

DATE: June 28, 2022

OFFICE(S) or BRANCH(ES): Herndon

COUNTY: Fairfax

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	179	88	292	99	182	65	16	4	14	4	3940	1108	54	23
Professional	854	366	1360	453	1309	456	49	20	33	9	15116	3845	339	108
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	250	66	363	103	240	81	17	4	30	3	2436	386	81	15
Sales	8	1	13	4	2	1	0	0	0	1	112	27	1	0
Administrative Support	35	105	33	96	20	40	2	5	6	7	255	882	0	15
Services	33	16	45	26	16	5	4	0	6	3	146	29	10	1
Crafts	149	29	233	18	65	8	11	1	9	0	1088	62	28	3
Operative Workers	296	219	387	257	298	299	17	13	27	16	1279	1068	62	13
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	1	0	2	0	2	0	0	0	1	1	5	0	1	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1805	890	2728	1056	2134	955	116	47	126	44	24377	7407	576	178
--------------------	------	-----	------	------	------	-----	-----	----	-----	----	-------	------	-----	-----

Grand Total All Employees 42,439

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	8% of employees													
----------	-----------------	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors	1	0	0	0	1	0	0	0	0	0	0	9	3	0	0
Volunteers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Artists	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

WORK FORCE REPORT -- Page 3

NAME OF FIRM: L3Harris Technologies, Inc.

DATE: June 28, 2022

OFFICE(S) or BRANCH(ES): Herndon

COUNTY: Fairfax

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Millwrights	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Exhibit D

NextGen Surveillance Data Terms & Conditions

1. LICENSE(S) GENERAL TERMS AND CONDITIONS

L3Harris Technologies, Inc. (Licensor) agrees to grant The City of San Diego (Licensee) a non-exclusive, limited, and revocable license/right to use the NextGen Data as specified herein. See Attachment 1 – Definitions & Specific Terms attached hereto and incorporated by reference.

1.1 PROPRIETARY RIGHTS AND CONFIDENTIALITY

1.1.1 Intellectual Property.

Licensor grants Licensee a non-exclusive, limited, and revocable right to use the NextGen Data.

All right, title and interest, including, without limitation to all Intellectual Property Rights of the NextGen Data and Related Materials and documents is owned by Licensor and/or its licensors and is protected by United States copyright laws and international treaty provisions. Licensee has no title of ownership to the NextGen Data. Licensee shall own all the flight data exported from licensed applications.

1.1.2 Upon expiration or termination of the Agreement, regardless of reason, Licensee shall pay all outstanding fees due to Licensor hereunder.

1.2 GENERAL RESTRICTIONS

Licensee agrees to notify its employees and agents who may have access to the NextGen Data of the restrictions contained in this Agreement and ensure their compliance with these restrictions. Licensee shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the NextGen Data or any of its accompanying documentation or Related Materials and shall not cause or permit the delivery or distribution of any part thereof to any Third Party or entity, for any purpose whatsoever, unless the Third Party is an Authorized End User. Disclosure of screen captures of flight tracks and data exported from the software in the form of a report or spreadsheet, is an authorized use of the data and is not subject to this general restriction.

Authorized End Users means employees of Licensee and Contractors of Licensee under appropriate confidentiality agreements for which Licensee allows access to and use of the NextGen Data. Authorized End Users include all employees, or Contractors of Licensee who will access the NextGen Data. Licensee shall keep a list of all Third Party Authorized End Users.

Licensee may not utilize the NextGen Data which includes but is not limited to renting, leasing, or otherwise distributing the licensed material to any Third Party, unless the Third Party is an Authorized End User and agreed to in writing by Licensor.

1.3 AUTHORIZED USE

Authorized use of the NextGen Data is limited to use in Licensee's Symphony solutions subject to the restrictions provided herein. Authorized use of the NextGen Data is for use as set forth herein and is subject to the restrictions herein.

1.4 NEXTGEN DATA RESTRICTIONS

14.1 THE NEXTGEN DATA PROVIDED UNDER THIS AGREEMENT MAY NOT BE UTILIZED TO SUPPLANT AIR TRAFFIC CONTROL OR CONTROL ADVISORY SERVICES PROVIDED BY THE FAA.

1.4.2 LICENSEE IS EXPRESSLY PROHIBITED FROM RE-SELLING NEXTGEN DATA TO ANY CLIENT FOR ANY OTHER PURPOSE THAN THAT STATED AND DEFINED HEREIN.

1.4.3 Licensee shall be responsible and liable for any and all uses of NextGen Data by Licensee, regardless of whether such use is restricted or not restricted by this Agreement. Licensee shall indemnify Licenser from any and all liabilities associated with any use or distribution of the NextGen Data by Licensee in accordance with the Indemnification clause of this Agreement. The FAA shall not be held responsible or retain legal obligation as to the accuracy, validity, or continued availability of the data being shared.

1.4.4 The distribution of the live real-time NextGen Data must be strictly controlled for the reasons of safeguarding public safety, security, and privacy while protecting the applicable US Government and Licenser business interests. The live real-time NextGen Data is for Licensee use only and shall NOT be disseminated, distributed, or made accessible by Licensee, in any form, either directly or indirectly, to the public or to any Third Party or parties, except Third Parties as specifically and within the very narrow parameters authorized in this Agreement.

1.4.5 Licensee shall not use NextGen Data in violation of any Federal Aviation Administration regulations or other regulations or laws and, without limiting the generality of the foregoing, Licensee shall not export, re-export or use the NextGen Data or any copy thereof in violation of the export control laws or other laws of the United States of America or any other country. Licensee shall make no representation that either the US Government or the Federal Aviation Administration endorses guarantees or makes any representation about the availability, accuracy, reliability, or any other quality of the NextGen data. Licensee shall NOT transmit or utilize the live real-time NextGen Data feed for any purpose or application outside of the United States of America except as provided herein.

1.4.6 The recipient of National Airspace System (NAS) surveillance data (i.e. NextGen Data) under this Agreement shall not for any reason initiate contacts with the FAA for the purpose of discussing observations made from the data regarding the operation of the NAS, including but not limited to Air Traffic Control, flight routing, and flight planning. This restriction, however, shall not apply to aircraft and airport operators who have ongoing interaction with the FAA for discussions as part of their normal course of business with the FAA and may use the data to facilitate and provide better insight for such discussions.

1.5 AUTHORIZED ACCESS

Licensee agrees to take sufficient precautions to protect NextGen Data from unauthorized access, including access limitations imposed by this Agreement, applicable US export control laws and regulations, and any other applicable law, regulation, or statute. Licensee shall maintain the confidentiality of the Access Codes and instruct its staff to maintain the confidentiality of the Access Codes. Licensee agrees to promptly, but in any event within 24 hours, or earlier as may be required by applicable law, notify Licenser of any unauthorized use of any Access Codes or any other breach of security of which Licensee becomes aware. Licensee shall be responsible for any damages or losses incurred by Licenser or any Third Party resulting from breach of this Section.

Licensee agrees and understands that Licenser, in its sole discretion, may prevent Licensee access to the Services if Licenser or the US Government reasonably believes that public safety, security, or privacy are compromised or potentially compromised through the use of the Services. The US Government retains the right to direct the complete or partial cessation of NextGen Data broadcasts in the event of an emergency or security related circumstance without notice to the Licenser and/or Licensee. Should Licenser or the US Government prevent Licensee access to the NextGen Data Services for a period greater than thirty (30) days, Licensee will be entitled to a credit for the period for which Licensee did not have access to the data. The credit will be calculated by pro-rating the current contract year's annual fee.

2. INDEMNIFICATION

Neither the US Government nor Licenser shall be held responsible or retain legal obligation as to the

accuracy, validity, or continued availability of the Services provided herein.

To the extent permitted by law, the Licensor and Licensee agree to indemnify and hold harmless the US Government, its agents, officers, employees or representatives (the "indemnified parties") from and against all claims, demands, damages, liabilities, losses, suits, and judgments (including the costs and expenses incident thereto) which may accrue against, be suffered by, be charged to, or recoverable from the Indemnified Parties, arising out of the FAA providing this data to Licensor and arising out of negligent acts or omissions of Licensor or Licensee, their employees, agents, affiliates, or Contractors in use of the data hereunder, except to the extent caused by negligence or willful misconduct of the Indemnified Parties. An original or certified copy of a certificate of insurance will be delivered to the Licensor upon request if Licensee holds or obtains insurance in support of this promise.

3. IMPORT/EXPORT CONTROLS

The NextGen Data and any Related Materials, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations. Licensee shall indemnify and hold harmless Licensor from liability for any and all costs, damages and expenses as a result of any failure of Licensee to comply with such export laws. The Data may not be downloaded, or otherwise exported or re-exported to any country to which the U.S. has embargoed goods; or to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders.

NextGen Surveillance Data Terms & Conditions – Attachment 1: Definitions & Specific Terms

Definitions: The definitions set forth below shall apply to the entire Agreement:

- **Authorized End Users** means employees of Licensee and Contractors of Licensee under appropriate confidentiality agreements for whom Licensee has purchased a license to the Software. Authorized End Users include all employees or Contractors of Licensee who will access the Software or use the output or results of the Software in any manner.
- **Contractors of Licensee** means individuals hired by Licensee through the execution of a contract to perform work for Licensee that are not Licensee employees.
- **National Air Space (NAS)** means the FAA-defined, 3-dimensional air space volume above the continental United States of America and its legal territories.
- **NextGen Data** means L3Harris' NextGen Data which is a multi-sensor-based surveillance fused data feed available for the U.S. National Airspace System ("NAS"). The NextGen data feed contains ADS-B data derived directly from the U.S. national ADS-B Network owned by L3Harris, and US Government-sourced data including but not limited to: FAA en route and terminal secondary surveillance data, airport surface surveillance data from the FAA Airport Surface Detection Equipment Model X (ASDE-X), and flight plan data from the FAA host system. The NextGen data also includes value added content provided by L3Harris through the application of proprietary algorithms and data. Ownership of and all other rights to the NextGen Data remains with L3Harris and the FAA.
- **Related Materials** means any text, data compilations, photographs, data instruction packets, graphics, illustrations, artwork, video, sound, L3Harris documentation, instructions, help guides, tutorials and any other contents of the L3Harris Website, and other information that is available to Authorized End Users and is provided in printed or electronic form to Licensee from L3Harris. Related materials do not include screen captures of flight tracks, reports, and spreadsheets of data exported from the Symphony Environmental application for the purpose of reporting.
- **Third Party** means individuals or entities other than Licensee and L3Harris and their affiliates and employees.
- **US Government** means the government of the United States of America, and any body or entity exercising executive, legislative, judicial regulatory or administrative functions of the government of the United States of America.