

TAIT

**Computer-Aided Dispatch and Records
Management System**

Request for Proposals

Amendment 6

This Addendum forms part of the Proposal Documents and must be acknowledged with the Bidder's sealed bid proposal as required by those documents.

This Amendment provides a sample contract agreement. See attached

Issued by:

Tulsa Airports Improvement Trust
Jackie Smithson, Airport Representative

SAMPLE — FOR REVIEW AND COMPLETION BEFORE EXECUTION

**Public Safety CAD/RMS and Operations
Technology Services Agreement
F26-_____**

Tulsa International Airport

By and Between

Tulsa Airports Improvement Trust
a public trust organized under the laws of the State of Oklahoma
“TAIT”

and

an _____ company

“CONTRACTOR”

Summary of Contract Provisions

TAIT CONTRACT NUMBER: []		
1.	TAIT Address <i>For Courier or Notice Delivery</i>	Tulsa Airports Improvement Trust 7777 Airport Drive, Suite A211 Tulsa, Oklahoma 74115 For Notice Only: notice@tulsaairports.com See Section 7.2.
2.	Contractor Address	[Contractor legal name] Attn: [name and title] [Street address] [City, State ZIP] [Email] [Telephone]
3.	Term of Agreement	One year
a.	Effective Date	Upon Notice to Proceed.
b.	Termination Date	Upon completion of the one-year initial term, unless renewed or terminated earlier.
c.	Term Renewal Options	Four (4) successive one-year terms.
4.	Project Location	Tulsa International Airport.
5.	Scope of Services	See Contract Documents
6.	Compensation	\$ _____
7.	Approval Date	[TAIT Board approval date]

Reference Only. This Summary of Contract Provisions is provided solely for convenience of reference and does not constitute part of the Agreement. It does not create, modify, limit, or supersede any right or obligation under the Contract Documents. In the event of any omission, discrepancy, or conflict between this Summary and the Contract Documents, the operative provisions of the Contract Documents control.

Completion note: Bracketed items require agreement before execution. This proposed Agreement is subject to negotiation before execution, subject to the terms and conditions of the other Contract Documents, including the RFP and its amendments, the submitted Proposal, the executed Bid Proposal Form, and applicable bonds and certifications. Negotiation does not itself waive or modify those requirements; any accepted exception or modification must be expressly documented in the final Contract Documents and approved by TAIT, consistent with applicable law and procurement requirements. Attach the selected bidder's actual proposal and all issued RFP amendments.

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Agreement and Recitals

This Agreement is made in Tulsa County, Oklahoma, at the offices of Tulsa Airports Improvement Trust, 7777 Airport Drive, Suite A211, Tulsa, Oklahoma 74115, and is entered into effective [REDACTED] by and between Tulsa Airports Improvement Trust, an Oklahoma public trust (TAIT), and [REDACTED], a [REDACTED] (Contractor).

Recitals

WHEREAS, TAIT is an Oklahoma public trust and operates Tulsa International Airport pursuant to its Trust Indenture, its Lease with the City of Tulsa, and the Oklahoma Municipal Airports Act, Okla. Stat. tit. 3, § 65.1 et seq., as amended; and

WHEREAS, TAIT has established the Tulsa International Airport Police Department pursuant to the Oklahoma Campus Security Act, including Okla. Stat. tit. 74, § 360.18(A), as amended; and

WHEREAS, the parties agree that Tulsa County, Oklahoma, is the place of contracting notwithstanding execution in counterparts or by electronic signatures; and

WHEREAS, TAIT issued its request for sealed bid proposals for the Public Safety Records Management System, Computer Aided Dispatch & Operations Technology Systems Project at Tulsa International Airport; and,

WHEREAS, TAIT desires a reliable, secure, configurable solution supporting dispatch, field mobility, incident and case records, supervisory workflows, reporting, auditability, and ongoing operations; and,

WHEREAS, Contractor represents that it has the personnel, rights, experience, and resources necessary to furnish and support the solution described in the Contract Documents.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and obligations set forth in this Agreement, TAIT and Contractor agree as follows:

Article One — Definitions and Contract Documents

Section 1.1 Definitions

- a. **Acceptance** means TAIT's express written acceptance under Section 2.6.
- b. **Agreement** means this executed agreement and its attached exhibits.
- c. **Airport Representative** means TAIT's authorized representative identified in the RFP, or a successor designated by TAIT by written notice to Contractor. Unless the

context requires otherwise, references to the Owner's Representative in the Contract Documents mean the Airport Representative.

- d. **Change Order** means a written amendment identifying changes to scope, compensation, schedule, or other obligations, signed by authorized representatives of both parties.
- e. **City** means the City of Tulsa, Oklahoma.
- f. **Contract Documents** means the documents identified in Section 1.2.
- g. **Deliverables** means the System components, plans, configurations, conversions, interfaces, documentation, training materials, reports, and other items Contractor must furnish.
- h. **Owner means Tulsa Airports Improvement Trust (TAIT).**
- i. **Proposal** means Contractor's selected technical and pricing proposal dated [REDACTED], together with the bidder's executed bid form, bonds submitted in connection with the bid or award, and written clarifications expressly identified in Section 1.2.
- j. **RFP** means TAIT's request for sealed bid proposals issued October 1, 2026 for Solicitation No. FY27-TAPD-01, including its specifications, incorporated exhibits, and authorized amendments or addenda.
- k. **Services** means implementation, configuration, integration, migration, testing, training, hosting if selected, support, maintenance, and other authorized work.
- l. **System** means the licensed CAD/RMS solution, selected modules, interfaces, configuration, documentation, and associated technology furnished under the Contract Documents.
- m. **TAA** means Tulsa Airport Authority.
- n. **TAIT** means the Tulsa Airports Improvement Trust.
- o. **TAIT Data** means information supplied by or for TAIT or entered into, generated by, or maintained in the System for TAIT, including records, attachments, metadata, audit logs, and operational data.

Section 1.2 Contract Documents

The following documents are incorporated into and constitute the complete contract: (a) this Agreement and Exhibits A through D; (b) the RFP; (c) all authorized RFP amendments and addenda, including Amendment 1 and Amendment 2, together with additional amendments [identify or state none]; and (d) the Proposal, including its pricing, technical commitments, and expressly accepted clarifications [identify]. Attach or specifically identify each incorporated document by title and date.

The Contract Documents are complementary. In an irreconcilable conflict, precedence is: first, subsequently executed amendments or Change Orders that expressly identify the provision changed; second, this Agreement; third, its exhibits; fourth, authorized RFP amendments and addenda, with the later controlling the earlier; fifth, the RFP; and sixth, the Proposal.

Applicable mandatory federal provisions control to the extent necessary to satisfy the applicable requirement.

A Proposal statement providing greater functionality or protection remains binding unless inconsistent with a higher-priority requirement. A Proposal exclusion, assumption, disclaimer, or exception does not reduce an RFP requirement unless this Agreement or a signed exception schedule expressly accepts it.

Click-through, browse-wrap, purchase-order acknowledgments, online policies, and third-party license terms do not alter TAIT's obligations unless expressly incorporated and approved in writing by an authorized TAIT representative. Contractor must obtain rights consistent with this Agreement. Routine project approvals do not amend the contract. Procurement-stage requirements apply according to their terms and do not create continuing bid-security obligations after the required release of that security.

Article Two — Services and Performance

Section 2.1 Services

Contractor must furnish the System and perform all Services in accordance with the scope, functional and technical specifications, commencement requirements, schedules, and other requirements established by the Contract Documents. Contractor must perform promptly, diligently, and professionally, using qualified personnel and generally accepted professional standards for mission-critical public safety technology. Commencement does not constitute completion or Acceptance.

The Contract Documents govern required functionality, included and optional modules, integrations, configuration, and Deliverables. No optional feature becomes billable without TAIT's written authorization. Implementation milestones and responsibilities must be documented as required by the Contract Documents.

Section 2.2 Written Authorization, Governance, and Changes

TAIT's Airport Representative is the representative identified in the RFP, unless TAIT designates another Airport Representative by written notice to Contractor. Contractor must designate a company representative. The Airport Representative serves as the Owner's Representative for purposes of the Contract Documents, unless the context requires otherwise. Before configuration, Contractor must submit the implementation plan and related project documentation required by the Contract Documents. TAIT's review does not relieve Contractor of responsibility for its work. Contractor must promptly disclose risks, delays, and material assumptions and maintain an issue and decision log.

Contractor may not exceed an authorized scope or price or bind TAIT to third-party commitments without a signed Change Order. A change request must identify scope, cost, operational impact, licensing impact, and schedule effects. Routine email approvals may

resolve configuration or scheduling decisions within approved limits but cannot increase compensation or alter risk allocation. If a documented TAIT dependency causes delay, Contractor must give prompt notice, mitigate the effect, and identify the actual critical-path impact. Only a written agreement establishes an extension or additional compensation; TAIT delay does not excuse unrelated obligations.

Section 2.3 Subcontractors and Third Parties

Contractor must identify material subcontractors, hosting providers, and parties accessing TAIT Data and obtain TAIT's written approval before engagement or material substitution. Contractor remains responsible for their performance, security, and payment as for its own acts and omissions. Relevant confidentiality, security, data-return, insurance, and federal obligations must flow down. TAIT's approval creates no direct payment obligation or release of Contractor. Responsibilities for vendors contracted directly by TAIT must be stated in Exhibit D; Contractor remains responsible for its own interfaces and coordination.

Section 2.4 Airport Operations, Integrations, and Reporting

Contractor must configure, integrate, and test the System and provide reporting capabilities in accordance with the Contract Documents. Required interfaces, compatibility, operational workflows, and reporting specifications are governed by the Contract Documents and are not restated here. Contractor must disclose material operational limitations and perform its work without interfering with active airport operations. The System does not authorize airfield movement or replace operational clearance, command, or dispatch judgment.

Access to criminal justice networks remains subject to agency approval and authorization. Contractor must obtain the rights and permissions necessary for its responsibilities under the Contract Documents; a marketing statement promising or concerning connectivity does not establish authorization.

TAIT remains responsible for the factual information it enters and its reporting decisions. Contractor must correct defects attributable to its software, configuration, interfaces, or mapping without additional charge. Contractor does not guarantee a regulator's acceptance of TAIT submissions. Automated processes cannot silently alter historical records.

Section 2.5 Migration and Training

Contractor must perform data migration and provide training, documentation, and go-live assistance in accordance with the Contract Documents. The migration scope, formats, mapping, reconciliation requirements, training roles, delivery methods, materials, and schedules are governed by the Contract Documents. To the extent the Contract Documents do not specify any of these matters, the parties must mutually develop and approve a written

specification before the affected work begins. Each specification must be consistent with the Contract Documents and cannot reduce existing obligations. Any change to the agreed scope, compensation, or schedule requires a Change Order under Section 2.2.

Contractor must preserve source data, report conversion errors, and obtain TAIT's written authorization before destructive changes. Contractor must correct migration defects attributable to its work without additional charge. Exclusions or unsupported formats do not reduce Contractor's obligations unless expressly accepted under Section 1.2. Training must protect TAIT Data against unauthorized access or disclosure.

Section 2.6 Testing, Acceptance, and Cutover

The parties must complete the acceptance matrix in Exhibit D before implementation begins. Testing must demonstrate compliance with the applicable specifications and acceptance criteria in the Contract Documents. Contractor must provide results and a defect log. TAIT has [] business days after delivery of complete test materials to accept or identify nonconformities. Acceptance requires an express written notice from TAIT; silence, payment, training, or emergency operational use does not constitute Acceptance.

Contractor must correct material defects and resubmit affected items for testing without additional charge. Conditional acceptance of minor items requires a written punch list and correction deadline and does not waive those obligations. Production cutover requires TAIT's written approval of readiness, continuity, rollback, and staffing plans. If material defects persist after [] correction attempts or [] days, TAIT may reject the affected Deliverables and invoke default remedies, including recovery of amounts paid for rejected items not retained or usable by TAIT. No recovery may duplicate another recovery.

Section 2.7 Support, Maintenance, and Continuity

Contractor must provide support, maintenance, incident intake, escalation, and continuity services in accordance with the Contract Documents. Routine support hours, severity definitions, response and restoration targets, uptime measurement, permitted maintenance, recovery objectives, credits, and chronic-failure thresholds must be completed in Exhibit D. Contractor must maintain incident tickets, status communications, root-cause reports for material outages, and corrective-action plans. Service credits are not TAIT's exclusive remedy for material breach.

Updates must preserve required interfaces, configuration, reporting, and agreed functionality. Contractor must provide advance release information, test material changes, coordinate maintenance with TAIT, and provide a rollback method. No production release or planned outage may materially disrupt dispatch without TAIT approval, except emergency protective action with prompt notice. Contractor cannot use unapproved remote disabling functions or interrupt mission-critical service solely to pressure payment of a disputed invoice.

Contractor must provide the System through a cloud-hosted deployment and is responsible for hosting, monitoring, backups, restoration, and disaster recovery in accordance with the Contract Documents. The Contract Documents must identify the hosting provider and allocate cloud infrastructure, patching, network connectivity, backup, and recovery responsibilities, including any dependencies on TAIT's local equipment or connections. Contractor must test its recovery procedures at least annually and after material architectural changes and provide results to TAIT. Hardware and connectivity assumptions must be stated expressly.

Article Three — Term and Termination

Section 3.1 Term

The initial term begins on the commencement date specified in TAIT's written Notice to Proceed and continues for one year, unless terminated earlier. Subject to satisfactory performance, availability of airport revenues and funds allocated in TAIT's approved budget, mutual written agreement, and TAIT Board approval, the parties may renew for up to four successive one-year terms. No automatic renewal applies. Renewal pricing is governed by the Contract Documents and any duly approved written acknowledgment and consent to the renewal term. The implementation period and the commencement of any recurring charges are governed by the Contract Documents; Acceptance does not automatically extend the contract term.

Section 3.2 Termination for Convenience and Lack of Funding

TAIT may terminate all or part of this Agreement without cause or penalty upon thirty days' written notice. TAIT may terminate this Agreement, in whole or in part, without penalty if sufficient airport revenues or funds allocated in TAIT's approved budget are unavailable to continue the affected Services. TAIT must provide written notice as soon as reasonably practicable, identifying the affected Services and the effective termination date.

Termination for lack of funding does not relieve TAIT of payment obligations accrued under this Agreement before the effective termination date. Section 3.4 governs the effect of termination.

Contractor has no right to terminate for convenience during an agreed term. Expiration and nonrenewal do not excuse the agreed transition and data-return obligations.

Section 3.3 Termination for Default

Either party may terminate for a material breach remaining uncured ten days after written notice describing the breach and required cure. If a nonpayment-independent breach cannot reasonably be fully cured within ten days, TAIT may approve a specific corrective-action period in writing; approval does not waive protective measures. TAIT may suspend

access or affected work immediately when reasonably necessary to protect sensitive data or public safety.

Material unauthorized data use, unlawful conduct, material misrepresentation, or a security failure creating imminent harm permits immediate termination when continued performance would create an unacceptable risk. Contractor cannot suspend production service for alleged nonpayment without written notice, expiration of the cure period, and performance of applicable transition obligations; genuinely disputed amounts do not constitute payment default.

Section 3.4 Effect of Termination

A. Orderly cessation and survival. This Section applies upon termination, expiration, or nonrenewal of this Agreement, in whole or in part. Contractor must stop affected work as directed by TAIT, avoid new commitments except those necessary for authorized transition services, mitigate approved noncancelable commitments, and deliver completed and partially completed work and TAIT property. Cessation of implementation or other affected work does not itself authorize discontinuation of cloud access or transition services required under this Section. The obligations in this Section survive for the periods and purposes stated here and do not create an automatic renewal.

B. Transition plan and continued operation. Upon notice of termination or nonrenewal, or in advance of scheduled expiration, Contractor must cooperate with TAIT to document and implement an orderly transition plan addressing operational continuity, responsibilities, data transfer, replacement-provider coordination, and secure shutdown. At TAIT's written election, Contractor must provide continued access to the cloud-hosted System and the services agreed below during the transition period, subject to available funding and applicable access restrictions. The term-based license under Section 5.2 continues to the extent necessary for that agreed access. Contractor cannot disable or materially reduce agreed transition access or services solely because the ordinary contract term has ended. TAIT may discontinue transition services earlier by written direction, subject to the agreed payment terms.

[NEGOTIATE BEFORE EXECUTION: Transition election procedure and notice period; transition duration and commencement; authorized users and modules; operational access and service scope, including hosting, interfaces, support, maintenance, backups, recovery, and applicable service levels; transition-plan completion deadline; and any conditions governing early discontinuation.]

C. Data preservation, exports, and replacement-provider cooperation. Contractor must preserve TAIT Data and provide ordinary data export and return as part of the contract price. Exports must include TAIT Data, attachments, metadata, relationship mappings, and available audit histories in documented, commonly usable formats, with schemas or data dictionaries sufficient for migration. Contractor must provide an initial export and a final

export or reconciled incremental export covering records created or changed during transition, and cooperate with TAIT in validating completeness and correcting export defects attributable to Contractor. Contractor must cooperate with TAIT's designated replacement provider in the secure transfer and interpretation of the exported data and provide reasonably necessary configuration and interface documentation within TAIT's contractual rights. Access by a replacement provider is subject to applicable security, confidentiality, and criminal justice access requirements. This obligation does not require delivery of proprietary source code unless expressly included in the Contract Documents.

[NEGOTIATE BEFORE EXECUTION: Initial and final export deadlines and triggering events; export formats and delivery method to the extent not established by the Contract Documents; validation and reconciliation periods; and scope, staffing, and compensation for additional migration or replacement-provider assistance beyond ordinary export and return.]

Contractor cannot condition TAIT Data return on payment of a disputed amount or assert a lien over it. Contractor cannot delete TAIT Data before TAIT has had the agreed opportunity to validate the exports and has authorized deletion in writing. Retention, residual backup copies, legally required copies, and deletion certification are governed by Section 5.4. Data preservation and return do not, by themselves, grant indefinite operational or read-only access to the System.

[NEGOTIATE BEFORE EXECUTION: Whether post-transition read-only access is included; its duration, permitted users, searchable records, export capabilities, hosting and security obligations, compensation, and final discontinuation procedure. State expressly if no separate read-only access is agreed.]

D. Security and protective suspension. Contractor must continue the applicable confidentiality, security, incident-response, and data-protection obligations throughout transition and for as long as it retains TAIT Data. TAIT may immediately suspend or restrict unsafe access or services when reasonably necessary to protect public safety, criminal justice information, or System security. Contractor must cooperate in protective measures and, to the extent safely and lawfully possible, preserve unaffected services and provide a secure alternative for data return. Such suspension does not waive Contractor's data-preservation and return obligations or require TAIT to continue using an unsafe System.

E. Compensation and final accounting. TAIT will pay for conforming authorized work actually performed and approved unavoidable third-party commitments within contract limits, less applicable credits, refunds, and offsets. TAIT will not pay anticipated profit on unperformed work, unearned subscription charges, accelerated renewal charges, or avoidable costs. Transition access and additional services are payable only as expressly agreed in the completed transition terms or a duly approved Change Order. Contractor may not impose unilateral transition rates or charge separately for ordinary data export and return.

[NEGOTIATE BEFORE EXECUTION: Transition access and service charges, pricing basis, any maximum, billing periods, payment timing, treatment of early discontinuation, and final accounting and refund deadline. Identify services included in existing compensation and those separately compensable; do not leave pricing for required transition services to negotiation after termination.]

Contractor must refund prepaid recurring fees attributable to services not provided after the effective termination date, except expressly identified unavoidable third-party costs authorized by the Contract Documents. Prepayments attributable to agreed transition services must be credited against the charges for those same services, with any remaining unearned balance refunded. No service or period may be charged twice. These accounting obligations also apply to any unearned prepaid fees remaining upon expiration or nonrenewal. Nothing in this Section obligates TAIT to purchase transition services beyond available funding or relieves Contractor of the data-preservation, ordinary export, return, and security obligations included in the contract price.

Article Four — Compensation, Invoicing, and Taxes

Section 4.1 Compensation

TAIT will pay only the prices and amounts stated in Contractor's accepted Bid Proposal Form and pricing proposal, as incorporated into the Contract Documents. The accepted price is fixed for the work covered by it and includes all costs necessary to perform that work, unless the Contract Documents expressly provide otherwise. Payment timing, any recurring charges, optional items, and renewal pricing are governed by the Contract Documents. No additional charge, overage, or unilateral price increase applies without an approved Change Order under Section 2.2. Travel and ordinary overhead are included in the accepted price unless the Contract Documents expressly provide otherwise.

Section 4.2 Invoices and Payment

Invoices must identify the contract, billing period, milestone or Services, itemized charges, supporting acceptance or performance records, cumulative billings, prior payments, credits, and current amount due. TAIT will pay a proper, undisputed invoice within thirty days after receipt. TAIT must identify disputed items and the basis for dispute within ten business days when reasonably practicable and timely pay undisputed amounts. Payment does not constitute Acceptance or waive latent defects. Acceptance-linked milestones are payable only after the required written Acceptance. No charge may be billed twice.

Section 4.3 Costs and Taxes

Contractor bears taxes on its income, property, payroll, and operations. TAIT will provide applicable tax-exemption documentation only to substantiate qualifying direct purchases by TAIT, if any. Nothing in this Agreement delegates or transfers TAIT's tax exemption or appoints Contractor or any subcontractor as TAIT's purchasing agent for tax-exempt

purchases. Contractor and its subcontractors cannot use TAIT's exemption certificate or other exemption documentation for their own purchases. Contractor is responsible for sales, use, and other taxes legally imposed on its purchases and performance costs, subject to any independently applicable exemption established by law. Those costs are governed by the accepted pricing and Section 4.1. Contractor must separately identify any lawfully payable transaction taxes. No interest, late fee, collection charge, or finance charge applies unless required by applicable law.

Article Five — Work Product, Intellectual Property, and Confidentiality

Section 5.1 TAIT Materials and Data

TAIT retains all rights in its materials and TAIT Data. Contractor receives only the access and use rights necessary to perform this Agreement. Contractor cannot sell, monetize, disclose, or use TAIT Data for unrelated analytics, advertising, product training, or artificial intelligence model training. Derived or deidentified datasets may not be used outside the Services without TAIT's express written consent. TAIT controls retention, disclosure, correction, and authorized expungement decisions.

Section 5.2 Deliverables and Software Rights

Contractor retains ownership of its preexisting and independently developed commercial software, tools, and general know-how. Contractor grants TAIT the software rights specified in the Contract Documents, sufficient for the accepted users, modules, deployment, training, testing, backups, and recovery. The System is provided under a term-based license permitting TAIT's authorized use of the cloud-hosted System during the initial term and each duly approved renewal term, together with any continued access expressly required under Section 3.4. No perpetual license to the underlying commercial platform is granted. Authorized use includes TAIT personnel and expressly approved public safety partners subject to access controls.

Upon payment of applicable authorized charges, TAIT owns project-specific documentation, data mappings, and other custom work expressly designated as TAIT-owned in Exhibit D. For retained Contractor material embedded in those items, Contractor grants a perpetual, nonexclusive, royalty-free license to use and modify that material with the items for TAIT's operations and transition. These rights do not transfer ownership of the underlying commercial platform. Contractor must deliver administrator credentials, configuration documentation, and integration documentation necessary for the rights granted. Source-code delivery or escrow applies only if expressly specified in Exhibit D.

Section 5.3 Third-Party Rights and Artificial Intelligence

Before incorporating third-party software, services, data, or components, Contractor must disclose material restrictions, recurring fees, dependencies, end-of-support dates, and licensing requirements and obtain rights sufficient for the agreed use. Contractor must

maintain an inventory of material components and provide relevant license documentation. Third-party terms cannot override Section 1.2.

Artificial intelligence functions must be identified as included or optional and remain disabled unless approved by TAIT in writing. Approval must define purpose, data access, human review, accuracy limitations, output identification, audit logs, retention, and security. AI cannot autonomously make dispatch, enforcement, disciplinary, screening, or evidentiary decisions. No external model may receive sensitive TAIT Data without express authorization and protections consistent with Section 5.4.

Section 5.4 Confidentiality, CJIS, and Security

Contractor must protect nonpublic TAIT information through administrative, technical, and physical safeguards appropriate to public safety and criminal justice information. For functions involving criminal justice information, Contractor must satisfy applicable CJIS Security Policy requirements and agency-imposed access requirements, execute required security addenda, and complete required personnel screening and training before access. A statement that a product is “CJIS-aligned” does not replace compliance with applicable requirements or agency authorization.

Controls must include the security controls required by the Contract Documents and applicable law. Audit records must identify access and material changes, including administrative actions. TAIT must be able to retrieve its logs. Hosting, backup locations, and remote-access locations must be identified in Exhibit D; relocation or access from a new jurisdiction requires TAIT’s prior written approval. Authorized access does not permit uncontrolled onward transfer.

Contractor must notify TAIT without undue delay and no later than twenty-four hours after discovering a suspected or confirmed unauthorized access, disclosure, loss, or compromise affecting TAIT Data or the System. Contractor must promptly contain the incident, preserve evidence and logs, provide continuing updates, cooperate with TAIT and authorized investigators, and correct failures within its responsibility. TAIT controls notifications made in its name; this does not prevent legally required Contractor notices, with advance coordination where lawful. Contractor bears reasonable response and restoration costs to the extent caused by its breach or fault.

Contractor must support TAIT-approved retention, legal holds, access restrictions, and expungement workflows. Expungement actions must preserve an authorized audit trail without disclosing protected content contrary to TAIT’s instructions. At completion or termination, Contractor must return data and, after TAIT’s written authorization, securely delete remaining copies and certify deletion. Legally required copies must be segregated, protected, and used only for that purpose. Backup copies awaiting scheduled destruction remain protected and cannot be restored into active use except for authorized recovery.

TAIT's confidentiality obligations are subject to the Oklahoma Open Records Act, as addressed in Section 7.13 of this Agreement, and other applicable disclosure requirements. Contractor must specifically identify claimed proprietary material; TAIT makes no assurance of exemption. When legally permitted, TAIT will give Contractor notice of a request for identified confidential material so Contractor may seek protection at its own expense. Contractor must support lawful searches and exports without disclosing records independently on TAIT's behalf.

Article Six — Risk Allocation and Insurance

Section 6.1 Indemnity

Contractor must indemnify, defend, and hold harmless TAIT, City, TAA, and their officials, agents, and employees against third-party claims, liabilities, judgments, and reasonable defense expenses to the extent caused by Contractor's or its personnel's or subcontractors' negligence, wrongful acts, contractual breach, or unauthorized disclosure. This obligation does not extend to the indemnitee's own negligence or wrongful conduct. TAIT must promptly notify Contractor of a claim, permit a defense with counsel reasonably acceptable to TAIT, and reasonably cooperate. Contractor may not settle a claim imposing liability, admissions, or nonmonetary obligations on an indemnitee without its written consent.

Contractor must also defend and indemnify those parties against third-party claims that the supplied System or authorized Deliverables infringe intellectual property rights. Contractor must obtain continued authorized use, replace or modify the affected item without material functional reduction, or, if neither is reasonably available, refund charges for the unusable item and provide transition assistance. This obligation excludes claims attributable solely to unauthorized TAIT modification or combinations not contemplated by the Contract Documents. These obligations survive expiration or termination.

Section 6.2 Insurance

Contractor must maintain the insurance and endorsements stated in Exhibit A for the activities and periods specified in that Exhibit. Insurance does not limit contractual responsibility. Evidence of coverage must be provided and approved within the periods required by the Contract Documents. Material subcontractors must carry coverage appropriate to their work. Technology errors-and-omissions and cyber coverage, proposed as industry-specific additions, require completion of the limits and tail provisions in Exhibit A before execution.

Section 6.3 Independent Contractor

Contractor is an independent contractor responsible for its methods, personnel, compensation, benefits, payroll taxes, and workers' compensation. No employment, partnership, joint venture, or general agency relationship is created. Contractor has no authority to bind TAIT except under an express written authorization.

Section 6.4 Liability and Warranties

Contractor warrants that authorized Services and Deliverables will materially conform to the Contract Documents, that it has the rights required to grant the specified licenses, and that it will not knowingly introduce malicious code. Contractor must correct covered defects reported during [] months after Acceptance and during paid maintenance without additional charge. Approved exclusions must be specific; generalized “as-is” or fitness disclaimers in the Proposal do not override these obligations.

Neither party is liable to the other for speculative lost profits. Contractor is not liable to TAIT for punitive damages except to the extent lawfully recoverable under an indemnified third-party claim or resulting from fraud or willful misconduct. TAIT cannot be held liable under this Agreement for punitive or exemplary damages. No exception in this Section enlarges TAIT’s liability beyond that permitted by applicable law. Reasonable data-restoration, incident-response, substitute-service, reprocurement, and transition costs caused by breach are not excluded merely because characterized as consequential. No aggregate contractual liability cap applies unless expressly negotiated in a signed amendment identifying its amount and exceptions. Required insurance limits are not a liability cap. Nothing in the Contract Documents expands TAIT’s authority to indemnify, waive immunity, or incur obligations prohibited by law. For claims governed by the Oklahoma Governmental Tort Claims Act, TAIT retains all applicable immunities, exemptions, liability limits, defenses, and notice and filing requirements, including the prohibition on punitive or exemplary damages under Okla. Stat. tit. 51, § 154(C), as amended.

Article Seven — General Provisions

Section 7.1 Assignment

Contractor may not assign this Agreement, delegate material duties, or transfer control of performance without TAIT’s prior written consent. Approval does not release accrued obligations. As a condition of any permitted assignment by either party, the assignee must expressly assume in writing all obligations applicable to the assigned rights and responsibilities, including continuing obligations and obligations that survive termination, expiration, or nonrenewal. Those obligations apply to the assignee to the same extent as to the assigning party. Assignment does not release the assigning party from its obligations unless the other party expressly agrees to the release in writing. TAIT may assign to City, TAA, or a successor public airport operator upon notice, subject to applicable law and equivalent data protections.

Section 7.2 Notices

Formal notices must be delivered personally, by recognized overnight courier, certified mail with return receipt requested, or email with confirmation of receipt and a copy by another permitted method. TAIT notices: Airports CEO, Tulsa Airports Improvement Trust, 7777

Airport Drive, Suite A211, Tulsa, Oklahoma 74115; notice@tulsairports.com. Contractor notices: [name, title, address, email]. Either party may update its notice information by written notice. Security and outage notifications must also reach the continuously monitored contacts identified in Exhibit D and cannot await formal mailed notice.

Section 7.3 Governing Law and Venue

Oklahoma law governs without regard to conflict-of-law principles. Actions must be brought in a court of competent jurisdiction in Tulsa County, Oklahoma. Senior representatives must attempt good-faith resolution before suit, without delaying emergency relief or mandatory deadlines. TAIT does not agree to binding arbitration or waive immunity, presentment, appropriation, or governmental procedures.

Section 7.4 General Terms

A waiver is effective only for the specific instance stated in writing. An event beyond reasonable control may excuse only affected performance for its actual duration if the affected party promptly notifies the other and mitigates. Ordinary staffing or vendor failures, lack of funds, and cyber incidents preventable through required safeguards do not excuse Contractor's performance. Required continuity, security response, and data preservation remain enforceable to the extent reasonably possible. Either party may seek a written adjustment for a prolonged disruption; TAIT may terminate affected Services if continuity cannot be restored within [] days. Accrued payment, data rights, licenses intended to continue, confidentiality, indemnity, audit rights, and transition obligations survive as applicable.

Section 7.5 Severability

An invalid or unenforceable provision does not invalidate the remaining provisions to the extent they can operate lawfully.

Section 7.6 Entire Agreement; Modification

The Contract Documents state the entire agreement and supersede prior understandings on the subject, except the Proposal and RFP incorporated in Section 1.2. Modification requires a subsequent signed writing by authorized representatives. No change may be made through unilateral online terms.

Section 7.7 Counterparts; Electronic Signatures

The Agreement may be executed in counterparts. Each counterpart is an original; together they form one instrument. The parties agree to conduct transactions relating to this Agreement by electronic means and to use electronic records and signatures, subject to applicable law and TAIT's authorized procedures. Consistent with the Oklahoma Uniform

Electronic Transactions Act, Okla. Stat. tit. 12A, § 15-107. An electronic record satisfies a legal writing requirement, and an electronic signature satisfies a legal signature requirement. Electronic execution does not dispense with required approvals, signer authority, or the formal-notice requirements of Section 7.2.

Section 7.8 Saturdays, Sundays, and Legal Holidays

Administrative deadlines falling on a weekend or legal holiday extend to the next business day. Deadlines for performance of the Services are measured in calendar days, including Saturdays, Sundays, and legal holidays, unless the Contract Documents expressly provide otherwise. The administrative extension rule does not apply to deadlines for performance of the Services and does not extend continuous support duties, security notification deadlines, recovery targets, or service-level measurements.

Section 7.9 Descriptive Headings; Contents; Summary

Headings, contents, and the summary are for reference only and do not modify operative provisions. Recitals are incorporated.

Section 7.10 Enforcement and Records

Section 7.3 governs enforcement and dispute escalation. Contractor must maintain accurate contract, billing, acceptance, and compliance records for 3 years after final payment, or longer when an applicable requirement, unresolved claim, or legal hold requires retention. Upon receipt of a legal-hold notice from TAIT or otherwise becoming subject to a legal preservation duty, Contractor must suspend routine deletion, alteration, and overwriting of affected records and preserve them until the hold is released in writing by the issuing party or authority and any independent legal preservation duty has ended. TAIT and authorized oversight agencies may inspect relevant records on reasonable notice, with appropriate protection for unrelated customer information. Urgent security review is not subject to an administrative waiting period. Audit access does not authorize unrelated access to Contractor's systems or other customers' data.

Section 7.11 Binding Effect

This Agreement binds and benefits the parties and their permitted successors and assigns. No other person is a beneficiary except expressly protected indemnified parties.

Section 7.12 Certificates and Ethics

Contractor must execute the forms in Exhibit C and maintain accurate certifications. Contractor must promptly disclose relevant conflicts or material changes to procurement representations and cannot offer prohibited things of value to obtain contract action or payment. Contractor may not use TAIT's name, marks, data, or project for publicity without

prior written consent. On-site personnel must follow communicated airport access, badging, escort, and safety requirements.

Section 7.13 Oklahoma Open Records Act

Contractor acknowledges that TAIT is subject to the Oklahoma Open Records Act, Okla. Stat. tit. 51, § 24A.1 et seq. (2026), as amended. Records relating to this Agreement may be subject to public inspection and copying, except to the extent disclosure is prohibited or an exemption applies under applicable law. Nothing in the Contract Documents requires TAIT to withhold a record that must be disclosed by law or to disclose information protected from disclosure by law. A confidentiality designation by Contractor does not, by itself, establish an exemption. TAIT's disclosure of records as required by law does not constitute a breach of this Agreement. The identification, notice, and cooperation provisions of Section 5.4 apply to records claimed by Contractor to be confidential or proprietary.

Article Eight — Federal Provisions

Section 8.1 Applicable Federal Requirements

- a. The FAA-required provisions set out in Exhibit B are incorporated into this Agreement as if fully stated here. Contractor must comply with those provisions and include them in subcontracts and supplier agreements to the extent required by the applicable clause. Exhibit B controls over conflicting contract language to the extent necessary to satisfy the applicable federal requirement.
- b. Notwithstanding any provision requiring amendments to be signed by both parties, TAIT may unilaterally amend this Agreement, including Exhibit B, by written notice to Contractor when a change in an applicable FAA-required provision requires amendment of this Agreement. The amendment must be limited to the changes necessary for compliance. TAIT's notice must identify the applicable requirement, provide the amended language, and state its effective date consistent with that requirement. The amendment is binding without Contractor's signature or further consent. Contractor must comply with the amendment and incorporate it into subcontracts and supplier agreements to the extent required by the applicable provision.

Signatures

TULSA AIRPORTS IMPROVEMENT TRUST

By: _____

Name: _____

Title: _____

Date: _____

Attest/approval, if required: _____

[CONTRACTOR LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A — Schedule of Required Minimum Insurance

Public Safety CAD/RMS and Operations Technology Services Agreement

Schedule of Required Minimum Insurance

Tulsa Airports Improvement Trust

Scope of Agreement: Cloud-hosted CAD/RMS and related Services under the Contract Documents.

Location of on-property performance, if any: Tulsa International Airport.

Without limiting Contractor's obligation to indemnify TAIT, City and TAA as provided under the Indemnity provisions of this Agreement, Contractor must maintain CGL throughout performance and the other required coverages for the activities and periods specified below, at the minimum limits stated in this Exhibit:

Policy Type	Minimum Limits
Commercial General Liability (CGL)	\$1,000,000.00 per occurrence
	On an occurrence basis, including property damage, bodily injury, and personal and advertising injury. If a general aggregate applies, the aggregate limit must apply separately to Contractor's operations under this Agreement or equal twice the required occurrence limit.
Automobile Liability	\$1,000,000.00
	Required if Contractor or its personnel enter airport property to perform this Agreement. Coverage must provide a combined single limit of \$1,000,000 per accident for bodily injury and property damage for owned, hired, and non-owned vehicles used in performance, beginning before on-property performance and continuing during that performance.
Worker's Compensation	Oklahoma Statutory Limit
	Required if Contractor or its personnel enter airport property to perform this Agreement. Contractor must maintain workers' compensation insurance at Oklahoma statutory limits, as required by law, beginning before on-property performance and continuing during that performance. Any lawful exemption must be documented to TAIT's satisfaction before on-property performance begins.

The insurance policies are to contain, or be endorsed to contain the following provisions as applicable:

Additional Insured Status

Tulsa Airports Improvement Trust, the Tulsa Airport Authority and the City of Tulsa, and elected and appointed officials, its officers, employees, and volunteers (“Additional Insureds”) are to be covered as additional insureds on the CGL policy with respect to liability arising out of the Services, work, or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this Agreement, the Contractor’s insurance coverage must be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds, must be excess of Contractor’s insurance and cannot contribute with it. This requirement also applies to any Excess or Umbrella liability policies.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies must provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured

Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies must be provided on a true broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, can be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

Waiver of Subrogation

Contractor hereby grants Tulsa Airports Improvement Trust a waiver of any right to subrogation which any insurer of said Contractor may acquire against Tulsa Airports Improvement Trust 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 Tulsa Airports Improvement Trust has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of Oklahoma with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to TAIT.

Verification of Coverage (Certificate of Insurance)

Contractor must furnish the Tulsa Airports Improvement Trust with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Tulsa Airports Improvement Trust before the activities requiring that coverage begin. Auto liability and workers' compensation documentation is required only for on-property performance as specified above. All certificates and endorsements are to be received and approved by the Tulsa Airports Improvement Trust *at least five days* before Contractor commences activities.

In addition, Contractor agrees to maintain contractual liability insurance to insure Contractor's obligation to indemnify and hold TAIT, TAA, and City, their councilors, trustees, agents, officers, servants, and employees harmless and in accordance with the indemnification provisions of this agreement.

[End]

Proposed technology-specific additions — finalize before execution: Technology errors-and-omissions insurance: \$[] per claim and aggregate, covering software, implementation, and professional services. Cyber/privacy and network-security insurance: \$[] per claim and aggregate, covering breach response, data restoration, and liability appropriate to the deployment. Claims-made coverage must have a retroactive date no later than commencement and remain available for [] years after performance through continuing coverage or extended reporting. Identify deductibles or self-insured retentions and obtain TAIT approval.

Exhibit B — Applicable Federal Provisions

FAA Required Federal Provisions — Non-AIP Contracts (Non-Property)

This exhibit contains the applicable general civil-rights and Title VI contract provisions from the March 17, 2026 FAA reference supplied by TAIT. Sponsor means Tulsa Airports Improvement Trust. Contractor means the Contractor identified in this Agreement. The prescribed clause text below is retained without modification. Property-transfer, lease, and real-property-interest clauses are not included because this Agreement is classified as non-property. Non-AIP classification does not displace otherwise applicable law.

A4.3.1 General Civil Rights Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A4.3.2 Specific Clause for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

A5.4.2 Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit C — Required Certificates and Affidavits
NON-COLLUSION AFFIDAVIT
(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn,
state that:

1. I am the authorized agent of Contractor for the purpose of certifying facts pertaining to the existence of collusion between or among Contractor and any TAIT, Tulsa Airport Authority, or City of Tulsa official, trustee, officer, employee, or agent, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting, award, or execution of this Agreement, Contractor's bid, or the Contract Documents incorporated into this Agreement.
2. I am fully aware of the facts and circumstances surrounding Contractor's Proposal for the Public Safety CAD/RMS and Operations Technology Services, this Agreement, and the incorporated Contract Documents, and I have been personally and directly involved in the proceedings leading to Contractor's submission of the same; and
3. Neither the Contractor nor anyone subject to the Contractor's direction or control has been a party:
 - a. to any collusion in restraint of freedom of competition by agreement to bid or offer at a fixed price or to refrain from bidding or offering,
 - b. to any collusion with any TAIT, Tulsa Airport Authority, or City of Tulsa official, trustee, officer, employee, or agent as to quantity, quality, or price in the prospective Agreement, or as to any other term of the prospective Agreement, nor
 - c. in any discussions between Contractor and any TAIT, Tulsa Airport Authority, or City of Tulsa official, trustee, officer, employee, or agent concerning the exchange of money or any other thing of value for special consideration in the letting, award, or execution of this Agreement.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

AFFIDAVIT OF CLAIMANT

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, states that the undersigned is an authorized representative of Contractor and all invoices submitted under this Agreement and the Contract Documents for the System, Services, Deliverables, or authorized transition services will be true, correct, and supported by the documentation required by Section 4.2.

Affiant further states that the System, Services, and Deliverables identified in each invoice will have been furnished or performed in accordance with this Agreement and the Contract Documents, and each charge will be authorized and payable under the applicable pricing, billing period, milestone, and Acceptance requirements. Recurring license, cloud-hosting, support, maintenance, and transition charges will cover only the authorized periods and services, subject to applicable credits and adjustments. Any expressly authorized advance charge will be identified as such and supported by the Contract Documents. Affiant further states that the affiant has made no payment, directly or indirectly, to any elected official, officer, or employee of the City of Tulsa or of any public trust for which the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of an invoice or procure this Agreement, the Contract Documents, or any purchase order under which an invoice is submitted. Affiant further certifies that the affiant has complied with all applicable laws regarding equal employment opportunity.

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires: _____

My commission number: _____

Exhibit D — Implementation, Acceptance, and Service-Level Schedule

Purpose and incorporated commitments. This Exhibit identifies the accepted Proposal provisions governing implementation, acceptance, and service levels and records only agreed supplements and details not otherwise specified in the Contract Documents. It does not replace the Technical Proposal or defer information required by the RFP until after award. Requirements and commitments already established by the Contract Documents apply without restatement here. Section 1.2 governs precedence and acceptance of exceptions.

Completion and approvals. Before execution, the parties must identify the applicable Proposal sections and resolve material scope, pricing, licensing, acceptance, service-level, and transition terms. Detailed operating plans, configuration decisions, and test procedures may be developed before the affected Services begin, consistent with the Contract Documents and Sections 2.2 and 2.5. Such details cannot reduce existing obligations or change scope, compensation, or schedule without a duly approved Change Order. Bracketed entries below must be completed, identified as already addressed by a specific Contract Document, or expressly marked not applicable before execution where material.

Scope, deployment, and responsibilities. Applicable Proposal sections: [identify]. The System is cloud-hosted and term-licensed as provided in Sections 2.7 and 5.2. Refer to the Contract Documents for selected modules, quantities, interfaces, hosting and data-access locations, and allocation of responsibilities. Agreed supplements or unresolved details: [identify or state none]. Identify any custom Deliverables owned by TAIT and any expressly agreed source-code delivery or escrow under Section 5.2: [identify or state none].

Implementation, migration, and training. Applicable Proposal sections: [identify]. Refer to those sections for methodology, governance, schedule, staffing, responsibilities, configuration, migration, training, cutover, and TAIT dependencies. TAIT's Airport Representative and Contractor's company representative will coordinate the detailed plans within their authority under Section 2.2. Agreed supplements: [identify or state none]. Details to be mutually developed under Section 2.5, responsible parties, and completion milestones: [identify or state none].

Testing and acceptance. Applicable Proposal sections: [identify]. The acceptance matrix required by Section 2.6 must identify the applicable Contract Document requirements and how compliance will be demonstrated, without substituting lesser criteria. Agreed supplements: [identify or state none]. Complete any unresolved review period, material-defect criteria, correction and retest procedure, and final Acceptance milestone: [identify]. Detailed test procedures and readiness documentation must be completed before the affected testing or cutover. TAIT's written Acceptance requirements in Section 2.6 remain controlling.

Support and service levels. Applicable Proposal sections: [identify]. Refer to the Contract Documents for support hours, severity levels, escalation, response and resolution targets, maintenance, release management, hosting, recovery objectives, uptime commitments, and remedies. Before execution, identify which commitments are binding obligations and which are estimates or targets, and resolve material omissions concerning measurement, exclusions, maintenance windows, remedies, and repeated failures. Agreed supplements: [identify or state none]. Operational contacts and detailed escalation procedures to be finalized before production use: [identify]. Section 2.7 remains applicable.

Transition and other supplemental terms. Complete the negotiated terms identified in Section 3.4 before execution, including transition duration, continued access and service scope, compensation, export deadlines, validation, and any read-only access. Applicable Proposal sections, if any: [identify]. Agreed transition terms or attached schedule: [identify]. Coordinate these terms with data ownership, preservation, legal holds, retention, and secure deletion under Sections 5.1, 5.4, and 7.10. Any agreed warranty period under Section 6.4 must be identified here or in the applicable Contract Document: [identify]. Insurance requirements and proposed technology-specific additions remain in Exhibit A and are not restated here.