



September 14, 2023

CALL AND NOTICE OF A REGULAR MEETING
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, September 18, 2023, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial in: (818) 862-3332

Terri Williams, Board Secretary
Burbank-Glendale-Pasadena Airport Authority

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of September 18, 2023

9.00 A.M.

The public comment period is the opportunity for members of the public to address the Commission on agenda items and on airport-related non-agenda matters that are within the Commission's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.



Members in-person attendance or participation at meeting of the Commission is allowed, members of the public are requested to observe the following rules of decorum:

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Commission during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.*
- *Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.*



The following activities are prohibited:

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.



In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

AGENDA

Monday, September 18, 2023

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Executive Committee **[See page 1]**
 - (i) August 2, 2023
 - 2) Operations and Development Committee **[See page 4]**
 - (i) July 10, 2023
 - 3) Legal, Government and Environmental Affairs Committee **[See page 7]**
 - (i) July 10, 2023
 - b. Commission Minutes
(For Approval)
 - 1) August 28, 2023 **[See page 9]**
 - 2) April 27, 2022 **[See page 18]**
 - c. Treasurer's Report
 - 1) May 2023 **[See page 21]**
 - d. Award of Contract **[See page 50]**
Wildlife Hazard Assessment and
Wildlife Hazard Management Plan
 - e. Replacement Aircraft Rescue Firefighting Vehicle Acquisition **[See page 53]**
 - f. Approval of Additional Aid-In-Construction Deposit for **[See page 56]**
Temporary Power – Replacement Passenger Terminal Project

- g. Airport Solution Line Service Agreement Extension ***[See page 58]***
- h. July 2023 Passenger and Air Cargo Statistics ***[See page 61]***
- i. July 2023 Ground Transportation Statistics
- j. July 2023 Parking Revenue Statistics
- 6. ITEMS FOR COMMISSION INFORMATION
 - a. Burbank Water and Power Solar Panel Presentation
- 7. CLOSED SESSION
 - a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2): 1 case. Facts and Circumstances: Dickerson Claim
- 8. ITEMS PULLED FROM CONSENT CALENDAR
- 9. EXECUTIVE DIRECTOR COMMENTS
- 10. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for future meeting.)
- 11. PUBLIC COMMENT
- 12. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, September 18, 2023

[Regarding agenda items]

5. CONSENT CALENDAR

(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)

- a. COMMITTEE MINUTES. Approved minutes of the Executive Committee meeting of August 2, 2023; approved minutes of the Operations and Development Committee meeting of July 10, 2023; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting July 10, 2023, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the August 28, 2023, Commission special meeting minutes and a draft copy of the April 27, 2022, Commission special meeting are attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for May 2023 is included in the agenda packet. At its special meeting on August 28, 2023, the Finance and Administration Committee voted (2-0, 1 absent) to recommend that the Commission note and file this report.
- d. AWARD OF CONTRACT – WILDLIFE HAZARD ASSESSMENT AND WILDLIFE HAZARD MANAGEMENT PLAN. A staff report is included in the agenda packet. At its special meeting on August 28, 2023, the Operations and Development Committee voted (2-0, 1 absent) to recommend that the Commission award a contract to SES Energy Services, LLC for revisions to the Authority's Wildlife Hazard Assessment ("WHA") and an update of the current Wildlife Hazard Management Plan ("WHMP") in the amount of \$127,600. The current WHA and WHMP were completed in 2012 and 2014, respectively. Due to the level of wildlife activity and changes to the airport property and surrounding environment, the Federal Aviation Administration recommended that revisions to the current WHA and WHMP be developed.
- e. REPLACEMENT AIRCRAFT RESCUE FIREFIGHTING VEHICLE ACQUISITION. A staff report is included in the agenda packet. At its special meeting on August 28, 2023, the Operations and Development Committee voted (2-0, 1 absent) to recommend that the Commission approve a replacement Aircraft Rescue and Firefighting ("ARFF") vehicle acquisition from Oshkosh Airport Products, a division of Pierce Manufacturing Inc. The acquisition will be made through an award of (1) an ARFF Vehicle Purchase Contract in the amount of \$1,056,707.66 for the base vehicle and (2) a Purchase Order in the amount of \$71,015.00 for ancillary equipment. The total cost of the replacement ARFF vehicle will be \$1,127,722.66.
- f. APPROVAL OF ADDITIONAL AID-IN-CONSTRUCTION DEPOSIT FOR TEMPORARY POWER – REPLACEMENT PASSENGER TERMINAL PROJECT. A staff report is included in the agenda packet. At its meeting on September 6,

2023, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve an Aid-In-Construction deposit proposal with the City of Burbank in the amount of \$1,411,000 for additional material and labor cost of Burbank Water and Power to bring temporary power to the Replacement Passenger Terminal Project site.

- g. AIRPORT SOLUTION LINE SERVICE AGREEMENT EXTENSION. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a one-year extension of the Airport Solution Line Service Agreement with SITA Information Network Computing USA, Inc., for the Common Use Passenger Processing System installed at the Hollywood Burbank Airport. This extension will run from October 1, 2023, to September 30, 2024, at a monthly cost of \$66,065. The cost of the services provided under this agreement are fully reimbursed monthly by the airlines serving the Airport.
 - h. JULY 2023 PASSENGER AND AIR CARGO STATISTICS. Included in the agenda packet is a presentation updating the Commission on the passenger and air cargo statistics for the month of July 2023. The July 2023 passenger count of 533,107 was down 3% compared to July of 2022's 547,197 passengers. Also compared to July 2022, air carrier aircraft operations in July 2023 were down 4%, while cargo volume was down 7% at 5.8 million pounds.
 - i. JULY 2023 GROUND TRANSPORTATION STATISTICS. No staff report attached. Included in the agenda packet is a presentation updating the Commission on Ground Transportation activities for the month of July 2023.
 - j. JULY 2023 PARKING REVENUE STATISTICS. No staff report attached. Included in the agenda packet is a presentation updating the Commission on parking revenue data for the month of July 2023.
6. ITEMS FOR COMMISSION INFORMATION
- a. BURBANK WATER AND POWER SOLAR PANEL PRESENTATION. No staff report attached. A representative from Burbank Water & Power ("BWP") will provide an informational presentation to the Commission with regard to renewable energy, BWP's sustainability goals, as well as the rules and regulations governing renewable energy sources in the City of Burbank.

Approved on September 6, 2023

**MINUTES OF THE SPECIAL MEETING OF THE
EXECUTIVE COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

WEDNESDAY, AUGUST 2, 2023

A special meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 12:07 p.m., by Commissioner Williams.

1. ROLL CALL

Present: Commissioners Williams, Najarian and Talamantes

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director

Authority Counsel: Terence Boga, Esq.,
Richards, Watson & Gershon

Roger Johnson, Executive Program Manager,
Jacobs Project Management Co.; Kevin Fauvell,
HPTJV ; Jeanne Heston, Director, Preconstruction,
Holder Construction

2. Approval of Agenda

Motion Commissioner Najarian moved approval of the agenda; seconded by Commissioner Talamantes.

Motion Approved The motion was approved (3–0).

3. Public Comment There were no public comments.

4. Approval of Minutes

a. June 7, 2023 Commissioner Najarian moved approval of the Committee minutes of the June 7, 2023 meeting, seconded by Commissioner Williams. There being no objection, the motion was approved (2–0, 1 abstention).

5. Items for Approval

a. Award of Professional Services Agreements – Replacement Passenger Terminal Project

As progress continues with the development of the Replacement Passenger Terminal (“RPT”) Project, staff presented for the Committee’s consideration Professional Services Agreements for seven consultants to continue their services assisting staff, the Program Manager, and the Design-Build Team with the project development. These consultants have provided the following services supporting the RPT Project for several years: strategic planning, outreach and support services, financial feasibility, forecasting and advisory services, Passenger Facility Charge applications and implementation, and airline coordination and technical support services.

The proposed PSAs reflect support services needed through the forecasted schedule for Phase 1 of the RPT Project (design and construction of the RPT and associated improvements) and the start of Phase 2 (demolition of the current terminal).

The seven firms being proposed for consideration are Georgino Development, Woodward & Associates, Ricondo & Associates, Public Resources Advisory Group, THU Consulting Services, Conway Consulting and Airport & Aviation Professionals.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Talamantes.

Motion Approved

The motion was approved (3–0).

6. Items for Discussion

a. Hollywood Burbank Airport Replacement Passenger Terminal Project – Subcontractor Procurement Overview

With the progress continuing with the development of the RPT, this item was agendaized for the Project Manager and the Design-Build Team representatives to brief the Executive Committee on the contractual requirements for subcontractor’s trade package procurements. Subcontractor procurements do not require Authority approval, and this was an informational item for the Project Manager and Design-Build Team to describe its commitment to community participation in the RPT Project.

7. Items for Information

a. Status of Replacement Passenger Terminal Project Dashboard for Commissioners

Jacobs presented to the Committee a draft of a Replacement Passenger Terminal Project dashboard specifically for the Commissioners.

b. Committee Pending Items

Staff informed the Committee of future pending items that will come to the Committee for review.

8. Adjournment

There being no further business, the meeting was adjourned at 12:55 a.m.

Approved on August 28, 2023

**MINUTES OF THE SPECIAL MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

JULY 10, 2023

A special meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:34 a.m., by Commissioner Devine.

1. ROLL CALL

Present: Commissioners Devine, Gabel-Luddy and Hampton
(arrived at 8:37 a.m.)

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; Ray Hunting, Manager, Airport Security; Nerissa Sugars, Director, Marketing Communications and Air Service

2. Approval of Agenda

Agenda was approved as presented.

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 26, 2023 A draft copy of June 26, 2023, Special Committee meeting minutes was included in the agenda packet for review and approval.

Motion Commissioner Gabel-Luddy moved approval of the minutes; seconded by Commissioner Devine.

Motion Approved The minutes were approved (2–0, 1 absent).

5. Items for Approval

**a. Award of Contract
Vehicle Barricade Equipment and
Training Services** Staff sought a recommendation from the Operation and Development Committee (“Committee”) to the Commission for award of an Equipment and Training Services Agreement to MERIDIAN Rapid Defense Group Rentals LLC (“Meridian”) for equipment and training services related to emergency response conditions and vehicle barricade deployment. Based on the comments and questions received by the Committee at its June 26, 2023 meeting, staff returned to provide further information for the Committee’s consideration.

The proposed contract is for a three-year base term from July 10, 2023, through July 9, 2026, with two one-year extension options available to the Commission at its discretion. The total contract price for the base term will be \$180,000 plus a fee for actual deployments. The deployment fee is scaled based on the amount of notice provided to Meridian.

As the proposed services are part of the revision to the Airport's emergency response plan, subject to the Committee's recommendation, this item was also placed on the Commission's agenda for consideration at its meeting immediately following the Committee's meeting.

Motion

Commissioner Hampton moved approval; seconded by Commissioner Gabel-Luddy.

Motion Approved

There being no objection, the motion was approved (3-0).

b. Award of Professional Services Agreement - Airport Marketing Consulting Services

Staff sought a recommendation from the Operations and Development Committee to the Commission for a Professional Services Agreement to Anyone Collective, LLC ("Anyone Collective") for airport marketing consulting services, website support and media purchases. These services are in support of the continued branding, marketing, and advertising efforts of Hollywood Burbank Airport. These services are for a not-to-exceed amount of \$880,000 inclusive of media purchases and a task order-based program for airline and destination marketing.

As these services are time sensitive, subject to the recommendation of the Committee, this item was also placed on the Commission's agenda for its consideration following the Committee's meeting.

Motion

Commissioner Hampton moved approval; seconded by Commissioner Gabel-Luddy.

Motion Approved

There being no objection, the motion was approved (3-0).

6. Items for Information

a. Vehicle Acquisition Update

Items 6.a., and 6.b., were deferred to the Committee's next meeting.

b. Airfield Mower Power Requirements

7. Items for Discussion

a. Committee Pending Items

Staff updated the Committee on future pending items.

8. Adjournment

There being no further business to discuss, the meeting was adjourned at 9:04 a.m.

**MINUTES OF THE SPECIAL MEETING OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JULY 10, 2023

A special meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Williams.

1. ROLL CALL

Present:	Commissioners Williams and Najarian
Absent:	Commissioner Talamantes
Also Present:	Frank Miller, Executive Director Maggie Martinez, Director, Noise & Environmental Affairs
	Authority Counsel: Terence R. Boga of Richards, Watson & Gershon
	Tami McCrossen-Orr, Trifiletti Consulting

2. Approval of Agenda

The agenda was approved as presented.
The motion was approved (2-0, 1 absent).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 26, 2023

Commissioner Najarian moved approval of the June 26, 2023, minutes; seconded by Commissioner Williams.

There being no objection, the motion was approved (2-0, 1 absent).

5. Items for Information

a. AQIP MOU Report

Staff and a representative from Trifiletti Consulting updated the Committee on the Memorandum of Understanding the Authority entered into with South Coast Air Quality Management District, for the implementation of certain Air Quality Improvement Plan measures to reduce emissions from airport operations at Hollywood Burbank Airport.

b. Committee Pending Items

Staff presented pending items to the Committee members.

6. Adjournment

There being no further business, the meeting was adjourned at 8:58 a.m.

**MINUTES OF THE SPECIAL MEETING OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, AUGUST 28, 2023

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:08 a.m., by President Williams.

1. ROLL CALL

Present: Commissioners Williams, Talamantes, Hampton, Devine, Gabel-Luddy, Ovrom, Quintero

Absent: Commissioners Najarian and Wilson

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Nerissa Sugars, Director, Communications and Air Service;

Also Present:
Terence R. Boga, Authority Counsel, Richards, Watson & Gershon; Jeanne Heston, Director, Preconstruction, Holder Construction; Kevin Favel, Project Director, Holder Pankow TEC – A Joint Venture; Roger Johnson, Executive Program Manager, Jacobs Project Management Co.; Tami McCrosen-Orr, Program Director, Trifiletti Consulting

2. PLEDGE OF ALLEGIANCE

Commissioner Frank Quintero led the pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

MOTION

Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (7–0, 2 absent).

AYES: Commissioners Williams, Talamantes, Hampton, Devine, Gabel-Luddy, Ovrom, Quintero

NOES: None

ABSENT: Commissioners Najarian and Wilson

4. PUBLIC COMMENT

(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)

Justin, Studio City; Karen, Studio City.

5. CONSENT CALENDAR

(Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)

a. Committee Minutes (For Note and File)

1) Executive Committee

(i) June 7, 2023

Approved minutes of the June 7, 2023, Executive Committee were included in the agenda packet for information purposes.

2) Operations and Development Committee

(i) June 26, 2023

Approved minutes of the June 26, 2023, Operations and Development Committee were included in the agenda packet for information purposes.

3) Legal, Government and Environmental Affairs Committee

(i) June 26, 2023

Approved minutes of the June 26, 2023, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

1) July 10, 2023

A copy of the draft minutes of the July 10, 2023, Commission meeting were included in the agenda packet for review and approval.

c. Treasurer's Report

1) April 2023

At its meeting on July 10, 2023, the Finance and Administration Committee reviewed the April 2023 Treasurer's Report and voted (2-0, 1 absent) to accept the report and recommend to the Commission for note and file.

d. Sixteenth Amendment to the Lease and Concession Agreement – MCS Burbank, LLC

At its meeting on July 10, 2023, the Finance and Administration Committee voted (2–0, 1 absent) to recommend that the Commission approve the Sixteenth Amendment (“Amendment”) to the Lease and Concession Agreement with the Authority’s exclusive food and beverage concessionaire, MCS Burbank, LLC. The Amendment will provide an additional 108 square feet of space for a “Grab N Go” location in Terminal A and is anticipated to provide an additional \$11,962 to the Authority’s operating budget by generating an additional \$2,281 per year in space rent thereby increasing the MAG by \$9,681 per year.

e. Amendment No. 2 to License Agreement – County of Los Angeles

At its meeting on July 10, 2023, the Finance and Administration Committee voted (2–0, 1 absent) to recommend that the Commission approve Amendment No. 2 to a License Agreement (“Agreement”) with the County of Los Angeles (“County”) to extend the term for an additional year for the continued operation of a vaccination clinic at the Airport.

The Agreement gives the Airport and surrounding communities convenient access to COVID-19 and other vaccines provided through the County. There is no rent for use of a trailer which is part of the Authority’s emergency response equipment.

f. Wire Transfers for Payments Under Commercial Paper Program

At its meeting on July 10, 2023, the Finance and Administration Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission adopt Resolution No. 506, subject to one revision. By adopting Resolution No. 506, the Commission: (i) affirmed the authorization for the use of wire transfers for the CP Program, and (ii) gave directions regarding the processing of these wire transfers and the preparation of related quarterly reports.

Pursuant to the Committee’s instructions, Staff revised Resolution No. 506 to require either the Treasurer or Auditor’s approval for any single wire transfer exceeding \$10 million and for combined wire transfers that exceed such amount within a 24-hour period.

g. Award of Professional Services Agreement – Replacement Passenger Terminal Project

At its meeting on August 2, 2023, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve new Professional Service Agreements (“PSA”) with seven consultants to continue their services assisting Staff, Jacobs Project Management Inc., and Holder, Pankow, TEC – A Joint Venture, with the development of the Replacement Passenger Terminal (“RPT”) Project. These consultants are: Georgino, Woodward, Ricondo, PRAG, THU, Conway and AvAirPros. These seven consultants have worked on the RPT Project in various stages since the beginning, and they will work with Staff and with each other to help achieve these goals.

The PSAs reflect support services needed through the forecasted schedule for Phase 1 of the RPT Project (design and construction of the RPT and associated improvements) and the start of Phase 2 (demolition of the current terminal).

h. Award of Professional Services Agreement – Reliance Engineers, LLC

At its meeting held immediately preceding the Commission meeting, the Legal, Government and Environmental Affairs Committee (voted (2–0, 1 absent) to recommend that the Commission approve to award a Professional Services Agreement (“Agreement”) to Reliance Engineers, LLC (“Reliance”) for continued technical support and advisory services in a not-to-exceed amount of \$95,000 in conjunction with the Authority’s California Environmental Quality Act lawsuit against the California High-Speed Rail Authority (“CHSRA”).

In accordance with the Authority’s Expenditure Policy, Reliance initially was engaged through a Purchase Order with a not-to-exceed amount of \$75,000.

As the settlement discussions continue with CHSRA representatives, Reliance’s expertise continues to be needed in support of Authority General Counsel and staff. As such, staff has negotiated with Reliance an Agreement for continued services in the not-to-exceed amount of \$95,000 through June 30, 2024.

**i. Janitorial Services Transition –
Diverse Facility Solutions Contract
Amendment and C&W Facility
Services Contract Award**

At its meeting held immediately preceding the Commission meeting, the Operations and Development Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission: (i) approve an amendment to the Janitorial Services Agreement with Diverse Facility Solutions, Inc. (“DFS”) to extend the term until October 31, 2023 and increase the monthly fee; and (ii) award a 12-month Janitorial Services Agreement to C&W Facility Services Inc. (“C&W”), which will commence on November 1, 2023. During the next 12 months, staff will issue a Request for Proposals for a long-term janitorial services provider.

The proposed DFS amendment will extend that contract to October 31, 2023, and will increase the monthly fee by \$34,971.96 for the 60-day extension period. The proposed 12-month agreement with C&W will begin on November 1, 2023, after the 60-day transition period. C&W will comply with the Displaced Janitor Opportunity Act as described in State of California Labor Code § 1061 and will work with SEIU- United Service Workers West to facilitate an orderly transition.

**j. Award of Professional Services
Agreement – Air Service
Consulting Services**

At its meeting held immediately preceding the Commission meeting, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission approve to award a Professional Services Agreement to Arthur D. Little, LLC (“ADL”) for continued air service consulting services. The proposed cost for the proposed services are for an amount not-to-exceed \$70,000.

ADL will provide Staff with on-call support for air service research, communication recommendations with airline network planning and scheduling representatives, marketing data support, and background information regarding policy and regulatory matters that may impact the aviation industry. Services also include ADL’s participation with Staff at airline meetings and air service conferences.

**k. Renne Public Policy Group –
Legislative Representation Service
Contract**

At its meeting held immediately preceding the Commission meeting, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission approve to award a Professional Services Agreement (“Agreement”) to Renne Public Policy Group (“RPPG”) for state legislative representation services in Sacramento. The Agreement will have a three-year base term and two one-year extension options for the Authority. The compensation for RPPG will be \$8,300 per month plus expenses for the first year, and may be adjusted based on CPI-changes each subsequent year up to a 5% cap.

**l. June 2023 Passenger and Air
Cargo Statistics**

*This item was pulled by Commissioner Ovrom to be discussed under Item No. 9
Items Pulled from Consent Calendar.*

**m. June 2023 Ground
Transportation Statistics**

Included in the agenda packet was a presentation citing the ground transportation data for the month of June 2023.

**n. June 2023 Parking Revenue
Statistics**

Included in the agenda packet was a presentation citing the parking revenue data for the month of June 2023.

MOTION

Commissioner Quintero moved approval of the Consent Calendar with the exception of Item No. L; seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

The motion was approved (7–0, 2 absent).

AYES: Commissioners Williams,
Talamantes, Hampton, Devine,
Gabel-Luddy, Ovrom, Quintero

NOES: NONE

ABSENT: Commissioners Najarian and
Wilson

ABSTAINED: Commissioner Ovrom
(5.b.1)(i))

Commissioner Williams requested an additional vote for Item No. 5.b.1)(i).

5.b.1)(i). Commission Minutes (For Approval)

1) July 10, 2023

A copy of the draft minutes of the July 10, 2023, Commission meeting were included in the agenda packet for review and approval.

MOTION

Commissioner Quintero moved approval; seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

The motion was approved (6–0, 2 absent, 1 abstention).

AYES: Commissioners Williams, Talamantes, Hampton, Devine, Gabel-Luddy, Quintero

NOES: NONE

ABSENT: Commissioners Najarian and Wilson

ABSTAINED: Commissioner Ovrom

6. ITEMS FOR COMMISSION APPROVAL

a. Committee Assignments

Commissioner Williams announced that all assignments will be as follows:

Legal, Government and Environmental Affairs Committee: Commissioners Williams, Najarian and Gabel-Luddy

Operations and Development Committee: Commissioners Hampton, Talamantes and Devine

Finance and Administration Committee: Commissioners Wilson, Quintero and Ovrom

Executive Committee: Commissioners Williams, Najarian and Talamantes

7. ITEMS FOR COMMISSION DISCUSSION

a. Hollywood Burbank Airport – Replacement Passenger Terminal Project – Subcontractor Procurement Overview

Staff introduced Roger Johnson, Executive Program Manager, Jacobs Project Management Co., Jeanne Heston, Director, Preconstruction, Holder Construction; and Kevin Favel, Project Director, Holder Pankow TEC – A Joint Venture, who briefed the Commission on the contractual requirements

for subcontractor trade package procurements.

This presentation was also given to the Executive Committee at its special meeting on August 2, 2023.

Commissioner Williams requested that Ms. Heston send to the Commission the flyer/link for the next procurement event being held on September 12, 2023. Also requested was a periodic progress update.

8. ITEMS FOR COMMISSION INFORMATION

a. Status of Replacement Passenger Terminal Project Dashboard for Commissioners Staff introduced Perry Martin, Deputy Project Manager, Jacobs Project Management Co., who presented the Replacement Passenger Terminal Project Dashboard to the Commission.

b. Air Quality Improvement Program MOU Report Staff introduced Tami McCrosen-Orr, Program Director, Trifiletti Consulting, who made a presentation to the Commission of the Memorandum of Understanding entered into by the Authority with the South Coast Air Quality Management District implementing certain Air Quality Improvement Program measures to reduce emissions from airport operations.

The Commission requested an update to the Improvement Plan in the near future.

9. ITEMS PULLED FROM CONSENT CALENDAR

5.I. June 2023 Passenger and Air Cargo Statistics Staff made a presentation on the passenger and air cargo statistics for the month of June 2023.

10. EXECUTIVE DIRECTOR COMMENTS

The Executive Director informed the Commission that the FAA has approved the Procurement Plan for the Airport.

In August RFPs were sent out for two projects involving the Replacement Passenger Terminal.

Commissioner Gabel-Luddy was asked to update the Commission regarding the meeting of the Tri-Cities and the Burbank Disabled Advisory Council which she

attended. The subject was about accessibility needs for the disabled in regard to the Replacement Passenger Terminal Project.

**11. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting.)**

Commissioner Ovrom requested, and Commissioner Quintero supported, a discussion on the Commission's policy regarding agenda items that are posted on the Airport's website. He also suggested a presentation be given to the Commission by Burbank Water and Power regarding solar power at the Airport.

Commissioner Quintero requested clarification on passenger totals at the Airport.

12. PUBLIC COMMENT

There were no public comments.

13. ADJOURNMENT

The meeting was adjourned at 10:43 a.m.

Felicia Williams, President

Jess Talamantes, Secretary

Date

Date

**MINUTES OF THE SPECIAL MEETING OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

WEDNESDAY, APRIL 27, 2022

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:04 a.m., by President Devine.

1. ROLL CALL

Present: Commissioners Devine (via teleconference), Gabel-Luddy (via teleconference), Williams (via teleconference), Agajanian (via teleconference), Hampton (via teleconference) (arrived 8:45 a.m.), Najarian (via teleconference) (arrived 8:35 a.m.), Ovrom, Selvidge (via teleconference), and Dyson

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director

Also Present:
Terence Boga, Counsel, Richards Watson Gershon
Roger Johnson, Program Lead, Jacobs Project Management Co.

2. PLEDGE OF ALLEGIANCE

Commissioner Dyson led the pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

MOTION

Commissioner Agajanian moved approval of agenda; seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

A voice vote was taken to accommodate those Commissioners participating via Zoom. There being no objection, the motion was approved (7–0, 2 absent).

AYES: Commissioners Devine,
Gabel-Luddy, Williams,

Agajanian, Ovrom, Selvidge,
Dyson

NOES: None

ABSENT: Commissioners Hampton and
Najarian

4. PUBLIC COMMENT*(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)*

As all of the Public Comments pertained to Item No. 5.a., President Devine noted that Public Comment would be addressed after Item No. 5.a.

President Devine allowed for the Commission to comment on the issues brought forth by the Public Comment participants

Dan Manojlovski, AECOM, Michael Gasparro, AECOM; LaShonda Hass, KDG Consultants; Mark Ganji, FAIA; Dwight Pullen, AECOM

5. ITEMS FOR COMMISSION APPROVAL

a. Replacement Passenger Terminal Program Manager Substitution – AECOM Contract Termination; Jacobs Project Management Contract Award and Task Order Authorization

Staff sought approval of the Commission for a substitution of the program management firm for the Replacement Passenger Terminal Program. The proposed substitution involved termination of a Professional Services Agreement (“PSA”) with AECOM Technical Services, Inc., and awarding a PSA to Jacobs Project Management Co. (“Jacobs”). The PSA with Jacobs is Task Order based, has a five-year term and a \$42 million contract limit. Staff also sought authorization for one initial Task Order with Jacobs.

Approval of those items listed above included: 1) Termination of the AECOM PSA for convenience; 2) Award of a PSA to Jacobs, and 3) Authorization of Task Order 1 – Assumption of Program Management Services and Completion of Phase 1 Deliverables in the amount of \$1,415,896.

MOTION

Commissioner Gabel-Luddy moved approval; seconded by Commissioner Williams.

MOTION APPROVED

A voice vote was taken to accommodate those Commissioners participating via Zoom. The motion passed (7–2).

AYES: Commissioners Devine,
Gabel-Luddy, Williams,
Agajanian, Najarian, Ovrom
Dyson

NOES: Commissioners Hampton
and Selvidge

ABSENT: None

6. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:30 a.m.

Felicia Williams, President

Ara Najarian, Secretary

Date

Date



September 18, 2023

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

Dear Commissioners:

The attached report, covering the month of May, 2023, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six-month period following the date of the attached report.

Sincerely,

[To be signed]

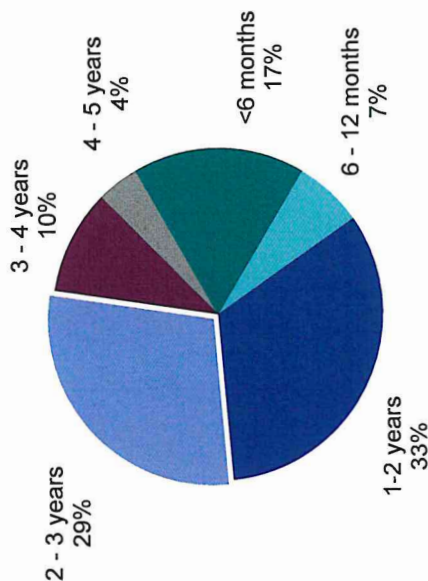
Tyron Hampton
Treasurer

Attachments

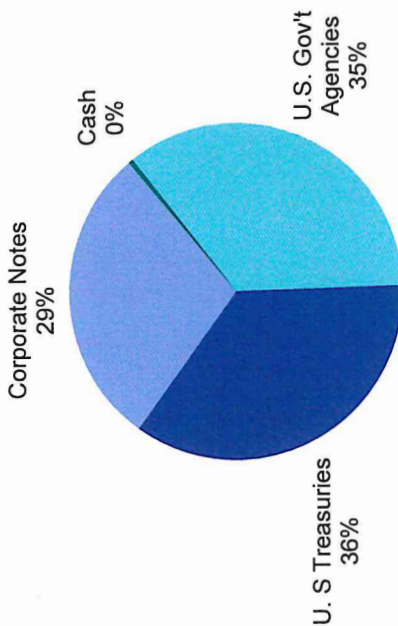
Operating Portfolio Investment Guidelines Conformance as of May 31, 2023

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.53 Years	70%	35%
Corporate Notes	5 Years	4.38 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	< 1%
U.S. Gov Securities (Treasuries)	5 Years	4.08 Years	No Limit	35%

Maturity Distribution



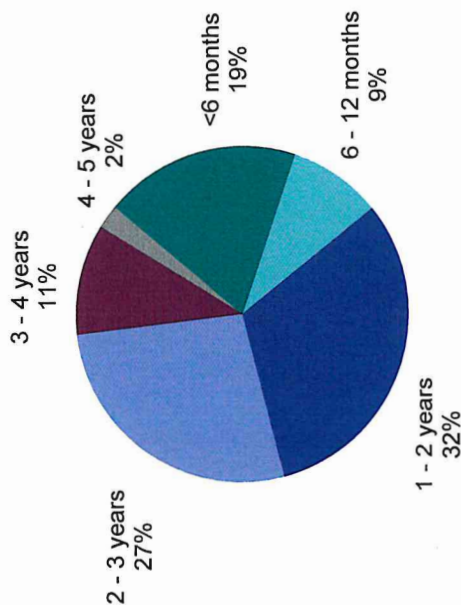
Sector Allocation



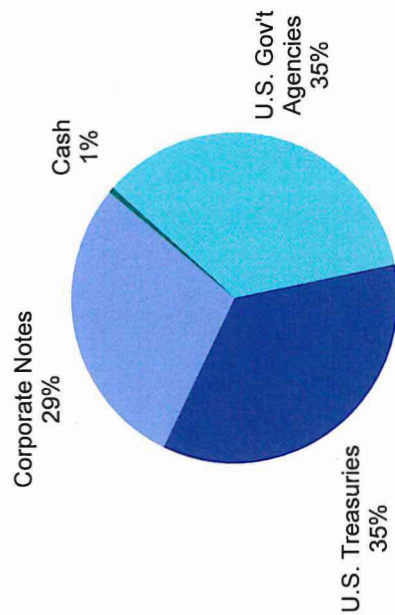
PFC Portfolio Investment Guidelines Conformance as of May 31, 2023

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.53 Years	70%	35%
Corporate Notes	5 Years	4.38 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	< 1%
U.S. Gov Securities (Treasuries)	5 Years	4.08 Years	No Limit	35%

Maturity Distribution



Sector Allocation



Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 05/31/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/31/23	Dreyfus Treasury	BAXB9MM47	0.000	05/31/23	05/31/23	\$ 977,776	\$ 977,776	\$ 977,776	\$ -	5.42%	0	0.39%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,250,000	1,234,086	1,250,000	15,914	0.00%	1	0.50%
08/10/22	Treasury Note	912828ZU7	0.250	06/15/23	06/15/23	5,500,000	5,364,258	5,488,395	124,137	5.38%	15	2.17%
02/19/20	Federal Home Loan Mortgage Corp	3137EAEU5	2.750	06/19/23	06/19/23	6,250,000	6,718,056	6,242,375	(475,681)	4.42%	19	2.47%
03/14/22	FNMA	3135G05G4	0.250	07/10/23	07/10/23	4,000,000	3,929,320	3,977,560	48,240	5.45%	40	1.58%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/23	2,100,000	2,074,678	2,076,480	1,802	5.84%	52	0.82%
01/31/22	Treasury Note	91282CCN9	0.130	07/31/23	07/31/23	4,500,000	4,432,793	4,460,445	27,652	5.39%	61	1.77%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/23	2,475,000	2,210,535	2,213,343	2,808	5.51%	65	0.88%
02/24/22	3M Co	88579YBE0	1.710	02/14/24	08/14/23	1,625,000	1,628,055	1,622,676	(5,379)	6.10%	75	0.64%
03/03/22	Truist Financial Corp	89788MAF9	2.285	06/09/25	08/30/23	2,100,000	2,089,173	2,023,497	(65,676)	7.62%	91	0.80%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	5,050,000	5,296,103	5,014,145	(281,958)	5.41%	104	1.99%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	6,719,716	(346,154)	5.34%	122	2.66%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	10/18/23	1,650,000	1,693,173	1,686,152	(7,021)	5.63%	140	0.67%
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	3,162,624	(316,466)	5.27%	183	1.25%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	2,250,000	2,321,258	2,222,303	(98,955)	5.61%	237	0.88%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,750,000	1,882,594	1,727,250	(155,344)	5.54%	257	0.68%
12/10/21	Treasury Note	91282CBM2	0.130	02/15/24	02/15/24	1,725,000	1,702,562	1,663,004	(39,558)	5.35%	260	0.66%
04/10/21	Mellife Inc	59156RBH0	3.600	04/10/24	04/10/24	1,750,000	1,897,945	1,716,978	(180,967)	5.88%	315	0.68%
06/22/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	1,800,000	1,972,081	1,778,742	(193,339)	5.10%	320	0.70%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	2,000,000	2,144,538	1,959,260	(185,278)	5.62%	350	0.78%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	1,750,000	1,831,278	1,722,403	(108,875)	5.01%	397	0.68%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,900,000	2,025,714	1,855,236	(170,478)	5.03%	422	0.74%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,600,000	1,646,699	1,549,488	(97,211)	5.03%	442	0.61%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	12,514,580	(1,052,647)	4.99%	458	4.96%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	1,571,000	1,637,949	1,517,397	(120,552)	5.05%	459	0.60%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	2,000,000	2,150,631	1,933,280	(217,351)	5.78%	518	0.77%
01/27/22	FHLB	3130A3GE8	2.750	12/13/24	12/13/24	2,200,000	2,281,046	2,132,328	(148,718)	4.86%	562	0.84%
01/27/22	Treasury Note	91282CDN8	1.000	12/15/24	12/15/24	2,000,000	1,977,266	1,889,760	(87,506)	4.75%	564	0.75%
06/25/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	1,450,000	1,518,887	1,384,025	(134,862)	5.16%	564	0.55%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	1,540,000	1,536,535	1,451,327	(85,208)	4.92%	586	0.58%
12/10/21	Federal National Mortgage Association	3135G0X24	1.630	01/07/25	01/07/25	1,500,000	1,527,600	1,429,080	(98,520)	4.73%	587	0.57%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	1,700,000	1,691,920	1,653,097	(38,823)	4.54%	593	0.66%
03/29/21	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	2,000,000	2,069,895	1,890,740	(179,155)	5.58%	601	0.75%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 05/31/23

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09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	1,825,000	1,770,464	1,770,706	242	4.60%	621	0.70%
10/01/20	FHLMC Reference Note	3137EAP0	1.500	02/12/25	02/12/25	7,000,000	7,082,816	6,646,710	(436,106)	4.62%	623	2.63%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,750,000	1,753,833	1,663,130	(90,703)	4.77%	636	0.66%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,825,000	1,939,204	1,763,899	(175,305)	4.71%	645	0.70%
08/05/20	FHLB	3130A4CH3	2.380	03/14/25	03/14/25	250,000	273,060	239,983	(33,077)	4.74%	653	0.10%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,875,000	2,048,908	1,820,869	(228,039)	4.85%	654	0.72%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	977,350	(128,830)	4.71%	664	0.39%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	2,139,460	(147,782)	4.51%	670	0.85%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	965,590	(121,340)	4.83%	671	0.38%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	243,145	(31,750)	4.83%	671	0.10%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	6,509,510	(522,924)	4.45%	684	2.58%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	1,800,000	1,770,312	1,738,908	(31,404)	4.61%	685	0.69%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	9,500,000	9,317,379	8,835,285	(482,094)	4.53%	692	3.50%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,800,000	1,801,335	1,753,542	(47,793)	4.80%	713	0.69%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,400,000	1,514,257	1,372,098	(142,159)	4.58%	715	0.54%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,700,000	1,751,887	1,656,429	(95,458)	4.83%	720	0.66%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	2,000,000	1,956,882	1,856,720	(100,162)	4.61%	728	0.74%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,400,000	1,388,338	1,368,598	(19,740)	4.67%	746	0.54%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	9,000,000	8,958,043	8,277,210	(680,833)	4.32%	761	3.28%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	4,000,000	3,874,941	3,890,640	15,699	4.36%	776	1.54%
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	625,000	690,233	611,663	(78,570)	4.75%	790	0.24%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	2,000,000	2,225,136	1,945,200	(279,936)	4.87%	810	0.77%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,350	3,202,045	(291,305)	4.42%	817	1.27%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	1,375,000	1,360,702	1,343,788	(16,914)	4.72%	824	0.53%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	1,800,000	1,800,980	1,776,024	(24,956)	4.67%	831	0.70%
09/29/22	FFCB	3133ENP5	4.250	09/30/25	09/30/25	7,000,000	6,978,380	6,967,450	(10,930)	4.46%	853	2.76%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,980	10,941,960	(907,020)	4.36%	891	4.34%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	1,745,573	(94,704)	4.43%	960	0.69%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	1,583,033	423	4.55%	973	0.63%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	9,000,000	8,170,391	8,164,710	(5,681)	4.10%	1004	3.24%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	3,546,933	5,890	4.48%	1009	1.41%
08/30/21	Prudential Financial Inc	74432QCCH6	1.500	03/10/26	03/10/26	1,875,000	1,899,597	1,721,156	(178,441)	4.69%	1014	0.68%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	7,224,190	34,872	4.26%	1017	2.86%

Burbank-Glendale-Pasadena Airport Authority - Operating Account

Statement of Investments

As of 05/31/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,200,000	1,178,844	1,172,952	(5,892)	4.61%	1036	0.46%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	1,528,638	(143,663)	4.80%	1066	0.61%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	931,350	(120,411)	4.14%	1199	0.37%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	1,131,876	(8,449)	4.77%	1203	0.45%
03/01/23	Pepsico Inc.	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,439	1,036,354	23,915	4.25%	1224	0.41%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	9,000,000	8,423,007	8,430,480	7,473	3.98%	1264	3.34%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,845	3,549,579	(361,266)	4.15%	1290	1.41%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	9,000,000	7,963,554	7,957,259	(6,295)	3.91%	1400	3.15%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	800,000	745,807	732,559	(13,248)	4.34%	1441	0.29%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	9,000,000	7,893,241	7,856,729	(36,512)	3.90%	1491	3.11%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	1,800,000	1,677,003	1,697,219	20,216	4.40%	1598	0.67%
	Subtotal					\$ 245,022,776	\$ 243,856,055	\$ 233,193,964	\$ (10,662,091)	4.70%	673	92.40%
	Local Agency Investment Fund (LAIF)					19,449,547	19,449,547	19,186,977	(262,570)	2.99%	258	7.60%
	Subtotal					\$ 264,472,323	\$ 263,305,602	\$ 252,380,941	\$ (10,924,661)	4.55%	642	100.00%
	Operating Bank Balance						24,534,884					
	TOTAL						\$ 287,840,486					

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 05/31/23

PURCHASES									
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest	
05/09/23	Treasury Note	91282CBQ3	0.500	02/28/26	\$ 5,000,000.00	91.39453	\$ 4,569,726.56	\$ (4,823.37)	
05/09/23	Treasury Note	912828ZV5	0.500	06/30/27	3,000,000.00	88.19531	2,645,859.38	(5,386.74)	
05/09/23	Treasury Note	912828ZE3	0.630	03/31/27	2,500,000.00	89.30078	2,232,519.53	(1,707.65)	
05/09/23	Treasury Note	912828U24	2.000	11/15/26	3,000,000.00	94.59375	2,837,812.50	(29,171.27)	
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	800,000.00	93.22600	745,808.00	(177.33)	
05/11/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	825,000.00	89.99200	742,434.00	(2,407.17)	
05/15/23	Morgan Stanley	61747YEX9	6.140	10/16/26	650,000.00	102.79100	668,141.50	(3,435.58)	
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	803,000.00	93.22000	748,556.60	(3,161.81)	
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	1,200,000.00	98.23700	1,178,844.00	(6,000.00)	
05/17/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	422,000.00	92.83600	391,767.92	(1,688.00)	
05/25/23	Bank of America Corp	06051GLA5	4.830	07/22/26	1,100,000.00	98.54800	1,084,028.00	(18,878.93)	
05/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	400,000.00	89.12200	356,488.00	(1,340.44)	
05/25/23	Treasury Note	91282CBQ3	0.500	02/28/26	2,500,000.00	90.40234	2,260,058.59	(2,955.16)	
05/25/23	Treasury Note	912828ZV5	0.500	06/30/27	1,000,000.00	86.86719	868,671.88	(2,016.57)	
05/25/23	Treasury Note	912828ZE3	0.630	03/31/27	1,000,000.00	88.00781	880,078.13	(956.28)	
05/25/23	Treasury Note	912828U24	2.000	11/15/26	1,000,000.00	93.29688	932,968.75	(597.83)	
05/25/23	Treasury Note	91282CEY3	3.000	07/15/25	500,000.00	97.08203	485,410.16	(5,428.18)	
05/25/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	800,000.00	93.88800	751,104.00	(2,950.00)	
TOTAL PURCHASES					\$ 26,500,000.00	\$ 24,380,277.50	\$ (93,082.31)		

MATURITIES									
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)	
02/16/22	Chevron Corp	166764BU3	2.300	05/11/23	\$ 1,700,000.00	100.88500	\$ 1,715,045.00	\$ (15,045.00)	
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	1,800,000.00	104.13667	1,874,460.00	(74,460.00)	
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	1,225,000.00	99.96322	1,224,549.50	450.50	
05/02/22	Treasury Note	912828ZP8	0.130	05/15/23	5,500,000.00	97.89666	5,384,316.50	115,683.50	
TOTAL MATURITIES					\$ 10,225,000.00	\$ 10,198,371.00	\$ 26,629.00		

SALES / REDEMPTIONS / DELIVERS									
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Gain / (Loss)

<p style="text-align: center;"> Burbank-Glendale-Pasadena Airport Authority - Operating Account Statement of Purchases - Maturities - Sales As of 05/31/23 </p>										
PURCHASES										
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest		
							\$	-	\$	-
								-		-
								-		-
								-		-
								-		-
								-		-
						\$	-	-	\$	-

Burbank-Glendale-Pasadena Airport Authority - Operating Account

Earnings Report

05/01/23-05/31/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
Chevron Corp	NOTE	2.300	05/11/23	20,989.71	23,715.64	-	-	2,725.93	-	2,725.93
Loews Corporation	NOTE	2.625	05/15/23	21,787.50	23,625.00	-	-	1,837.50	-	1,837.50
Public Service Electric And Gas	NOTE	2.375	05/15/23	13,415.45	14,546.88	-	-	1,131.43	-	1,131.43
Treasury Note	NOTE	0.130	05/15/23	3,171.62	3,437.50	-	-	265.88	-	265.88
Simon Property Group LP	NOTE	2.750	06/01/23	14,322.92	17,187.50	-	-	2,864.58	286.83	3,151.41
Treasury Note	NOTE	0.250	06/15/23	5,175.14	-	-	6,346.15	1,171.01	14,457.50	15,628.51
Federal Home Loan Mortgage Corp	NOTE	2.750	06/19/23	63,020.83	-	-	77,343.75	14,322.92	(12,503.73)	1,819.19
FNMA	NOTE	0.250	07/10/23	3,083.33	-	-	3,916.67	833.34	4,464.00	5,297.34
Treasury Note	NOTE	0.130	07/31/23	1,398.48	-	-	1,880.18	481.70	3,949.63	4,431.33
FNMA	NOTE	2.875	09/12/23	19,761.63	-	-	31,860.59	12,098.96	(5,735.95)	6,363.01
Treasury Note	NOTE	2.875	09/30/23	16,497.87	-	-	32,995.73	16,497.86	(6,212.31)	10,285.55
Treasury Note	NOTE	2.875	11/30/23	38,417.58	46,000.00	-	251.37	7,833.79	(6,506.85)	1,326.94
Citibank NA	NOTE	3.650	01/23/24	22,356.25	-	-	29,200.00	6,843.75	(1,508.54)	5,335.21
IBM Corp	NOTE	3.625	02/12/24	13,921.01	-	-	19,207.47	5,286.46	(3,947.44)	1,339.02
3M Co	NOTE	1.710	02/14/24	17,734.02	20,767.47	-	4,313.11	7,346.56	(147.75)	7,198.81
Treasury Note	NOTE	0.130	02/15/24	446.74	-	-	631.39	184.65	876.06	1,060.71
Metlife Inc	NOTE	3.600	04/10/24	3,675.00	-	-	8,925.00	5,250.00	(4,306.21)	943.79
Comcast Corporation	NOTE	3.700	04/15/24	2,960.00	-	-	8,510.00	5,550.00	(3,917.51)	1,632.49
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	31,355.56	34,000.00	-	3,022.22	5,666.66	(4,010.27)	1,656.39
Target Corporation	NOTE	3.500	07/01/24	20,416.67	-	-	25,520.83	5,104.16	(2,754.44)	2,349.72
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	14,540.28	-	-	19,131.94	4,591.66	(2,860.90)	1,730.76
Honeywell International Inc	NOTE	2.300	08/15/24	7,768.89	-	-	10,835.56	3,066.67	(920.81)	2,145.86
Treasury Note	NOTE	1.875	08/31/24	41,066.58	-	-	61,599.86	20,533.28	(15,197.95)	5,335.33
United Parcel Service	NOTE	2.200	09/01/24	5,760.33	-	-	8,640.50	2,880.17	(1,779.13)	1,101.04
PNC Funding Corp	NOTE	3.300	10/30/24	183.33	-	-	5,683.33	5,500.00	(3,534.55)	1,965.45
FHLB	NOTE	2.750	12/13/24	23,191.67	-	-	28,233.33	5,041.66	(2,349.15)	2,692.51
Treasury Note	NOTE	1.000	12/15/24	7,527.47	-	-	9,230.77	1,703.30	669.93	2,373.23
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	11,229.44	-	-	13,706.53	2,477.09	(1,336.93)	1,140.16
FFCB	NOTE	1.130	01/06/25	5,534.38	-	-	6,978.13	1,443.75	96.70	1,540.45
Federal National Mortgage Association	NOTE	1.630	01/07/25	7,718.75	-	-	9,750.00	2,031.25	(750.00)	1,281.25
Apple Inc	NOTE	2.750	01/13/25	14,025.00	-	-	17,920.83	3,895.83	252.50	4,148.33
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	11,388.89	-	-	14,805.56	3,416.67	(1,582.58)	1,834.09
Merck & Co Inc	NOTE	2.750	02/10/25	11,292.19	-	-	15,474.48	4,182.29	1,900.21	6,082.50

Burbank-Glendale-Pasadena Airport Authority - Operating Account

Earnings Report

05/01/23-05/31/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FHLMC Reference Note	NOTE	1.500	02/12/25	23,041.67	-	-	31,791.67	8,750.00	(2,042.08)	6,707.92
FFCB	NOTE	1.750	02/25/25	5,614.58	-	-	8,166.67	2,552.09	(107.65)	2,444.44
Exxon Mobil Corp	NOTE	2.709	03/06/25	7,553.22	-	-	11,673.16	4,119.94	(2,315.40)	1,804.54
FHLB	NOTE	2.380	03/14/25	775.17	-	-	1,269.97	494.80	(417.25)	77.55
Ace InA Holdings Inc	NOTE	3.150	03/15/25	7,546.88	-	-	12,468.75	4,921.87	(3,304.31)	1,617.56
Intel Corp	NOTE	3.400	03/25/25	3,400.00	-	-	6,233.33	2,833.33	(1,810.58)	1,022.75
Treasury Note	NOTE	0.050	03/31/25	974.04	-	-	1,948.09	974.05	309.70	1,283.75
Florida Power & Light Company	NOTE	2.850	04/01/25	2,375.00	-	-	4,750.00	2,375.00	(1,471.36)	903.64
General Dynamics Corporation	NOTE	3.250	04/01/25	677.08	-	-	1,354.17	677.09	(502.51)	174.58
Federal Home Loan Banks	NOTE	0.500	04/14/25	1,652.78	-	-	4,569.44	2,916.66	(603.36)	2,313.30
Home Depot Inc	NOTE	2.700	04/15/25	2,160.00	-	-	6,210.00	4,050.00	874.48	4,924.48
FNMA	NOTE	0.630	04/22/25	1,484.38	-	-	6,432.29	4,947.91	5,075.00	10,022.91
Caterpillar Financial Services	NOTE	3.400	05/13/25	28,560.00	30,600.00	-	3,060.00	5,100.00	(22.84)	5,077.16
General Dynamics Corporation	NOTE	3.500	05/15/25	22,594.44	24,500.00	-	2,177.78	4,083.34	(2,327.83)	1,755.51
Qualcomm Incorporated	NOTE	3.450	05/20/25	26,229.58	29,325.00	-	1,792.08	4,887.50	(1,297.51)	3,589.99
Pfizer Inc	NOTE	0.800	05/28/25	6,800.00	8,000.00	-	133.33	1,333.33	1,121.44	2,454.77
Truist Financial Corp	NOTE	2.285	06/09/25	15,911.25	-	-	25,797.26	9,886.01	-	9,886.01
Cisco Systems Inc	NOTE	3.500	06/15/25	18,511.11	-	-	22,594.44	4,083.33	338.12	4,421.45
Treasury Note	NOTE	0.250	06/30/25	7,520.72	-	-	9,447.51	1,926.79	775.64	2,702.43
Treasury Note	NOTE	3.000	07/15/25	30,745.86	-	5,428.18	45,414.36	9,240.32	3,482.69	12,723.01
Intel Corp	NOTE	3.700	07/29/25	5,909.72	-	-	7,836.81	1,927.09	(1,231.79)	695.30
State Street Corporation	NOTE	3.550	08/18/25	14,397.22	-	-	20,313.89	5,916.67	(3,993.26)	1,923.41
FNMA Benchmark Note	NOTE	0.375	08/25/25	2,406.25	-	-	3,500.00	1,093.75	112.90	1,206.65
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	8,364.58	-	-	12,546.88	4,182.30	379.08	4,561.38
John Deere Capital Corp	NOTE	4.050	09/08/25	10,732.50	-	-	16,807.50	6,075.00	(26.71)	6,048.29
FFCB	NOTE	4.250	09/30/25	25,618.06	-	-	50,409.72	24,791.66	606.26	25,397.92
FNMA Benchmark Note	NOTE	0.500	11/07/25	29,000.00	30,000.00	-	4,000.00	5,000.00	3,189.17	8,189.17
Lockheed Martin Corporation	NOTE	3.550	01/15/26	18,647.76	-	-	23,925.42	5,277.66	(979.50)	4,298.16
FHLB	NOTE	0.700	01/28/26	3,164.58	-	-	4,185.42	1,020.84	4,615.53	5,636.37
Treasury Note	NOTE	0.500	02/28/26	1,263.59	-	7,778.53	11,372.28	2,330.16	14,991.79	17,321.95
FHLB	NOTE	0.960	03/05/26	5,824.00	-	-	8,944.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	1.500	03/10/26	3,984.38	-	-	6,328.13	2,343.75	(452.25)	1,891.50
FHLB	NOTE	4.130	03/13/26	68,950.52	-	-	93,872.40	24,921.88	1,651.97	26,573.85
Loews Corporation	NOTE	3.750	04/01/26	-	-	6,000.00	7,500.00	1,500.00	246.00	1,746.00

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
05/01/23-05/31/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Sierra Pacific Power	NOTE	2.600	05/01/26	-	-	-	3,520.83	3,520.83	(841.90)	2,678.93
Bank of America Corp	NOTE	4.830	07/22/26	13,274.25	-	18,878.93	36,323.18	4,170.00	235.15	4,405.15
FHLB	NOTE	1.880	09/11/26	2,604.17	-	-	4,166.67	1,562.50	(864.12)	698.38
Public Service Electric And Gas	NOTE	2.250	09/15/26	-	-	4,849.81	5,818.75	968.94	894.61	1,863.55
Pepsico Inc.	NOTE	2.380	10/06/26	1,814.24	-	-	3,991.32	2,177.08	2,031.55	4,208.63
Morgan Stanley	NOTE	6.140	10/16/26	2,557.50	-	3,435.58	12,659.63	6,666.55	(759.41)	5,907.14
Treasury Note	NOTE	2.000	11/15/26	46,132.60	80,000.00	29,769.10	8,315.22	12,413.52	11,001.31	23,414.83
FHLB	NOTE	2.130	12/11/26	31,402.78	-	-	38,131.94	6,729.16	(1,881.94)	4,847.22
JP Morgan Chase & CO	NOTE	1.040	02/04/27	3,141.67	-	3,747.61	8,365.50	1,476.22	3,888.59	5,364.81
Treasury Note	NOTE	0.630	03/31/27	2,911.54	-	2,663.93	9,528.69	3,953.22	17,899.04	21,852.26
Chevron Corp	NOTE	2.300	05/11/27	-	-	177.33	886.67	709.34	603.81	1,313.15
Treasury Note	NOTE	0.500	06/30/27	8,356.35	-	7,403.31	18,895.03	3,135.37	17,970.53	21,105.90
Unitedhealth Group Inc	NOTE	2.950	10/15/27	1,311.11	-	2,950.00	6,785.00	2,523.89	1,355.84	3,879.73
Subtotal				\$1,021,031.64	\$ 385,704.99	\$ 93,082.31	\$1,112,130.46	\$ 383,721.50	\$ 21,059.19	\$ 404,780.69
CASH EQUIVALENTS										
Dreyfus Treasury				-	16,314.27	-	-	16,314.27	-	16,314.27
Subtotal				\$ -	\$ 16,314.27	\$ -	\$ -	\$ 16,314.27	\$ -	\$ 16,314.27
LAIIF										
Local Agency Investment Fund				45,726.04	-	-	95,166.70	49,440.66	-	49,440.66
TOTAL				\$1,066,757.68	\$ 402,019.26	\$ 93,082.31	\$1,207,297.16	\$ 449,476.43	\$ 21,059.19	\$ 470,535.62

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 05/31/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/31/23	Dreyfus Trsy Sec CM Investor	09248U718	0.000	05/31/23	05/31/23	\$ 270,529	\$ 270,529	\$ 270,529	\$ -	5.42%	0	0.48%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	300,000	298,333	300,000	1,667	0.00%	1	0.54%
02/19/20	FHLMC	3137EAEN5	2.750	06/19/23	06/19/23	1,875,000	1,984,696	1,872,713	(111,983)	5.13%	19	3.35%
03/14/22	FNMA	3135G05G4	0.250	07/10/23	07/10/23	1,200,000	1,178,796	1,193,268	14,472	5.45%	40	2.13%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/23	495,000	490,179	489,456	(723)	5.84%	52	0.87%
01/31/22	Treasury Note	91282CCN9	0.130	07/31/23	07/31/23	2,000,000	1,971,406	1,982,420	11,014	5.39%	61	3.54%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/23	600,000	533,574	536,568	2,994	5.51%	65	0.96%
02/24/22	3M Co	88579YBE0	1.710	02/14/24	08/14/23	375,000	375,705	374,464	(1,241)	6.10%	75	0.67%
03/03/22	Truist Financial Corp	89788MAF9	2.280	06/09/25	08/30/23	500,000	497,792	481,785	(16,007)	7.62%	91	0.86%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	1,400,000	1,464,189	1,390,060	(74,129)	5.41%	104	2.48%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,890	1,859,700	(100,190)	5.34%	122	3.32%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	10/18/23	425,000	436,064	434,312	(1,752)	5.63%	140	0.78%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,141	790,656	(65,485)	5.27%	183	1.41%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	550,000	557,000	543,230	(13,770)	5.61%	237	0.97%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	410,000	441,862	404,670	(37,192)	5.54%	257	0.72%
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	02/15/24	1,750,000	1,737,221	1,687,105	(50,116)	5.35%	260	3.01%
04/26/21	Mellife Inc	59156RBH0	3.600	04/10/24	04/10/24	425,000	460,084	416,980	(43,104)	5.88%	315	0.74%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	425,000	465,452	419,981	(45,471)	5.10%	320	0.75%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	475,000	510,244	465,324	(44,920)	5.62%	350	0.83%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	425,000	446,008	418,298	(27,710)	5.01%	397	0.75%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	450,000	480,768	439,398	(41,370)	5.03%	422	0.79%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	390,000	399,138	377,688	(21,450)	5.03%	442	0.67%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	1,540,256	(129,557)	4.99%	458	2.75%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	374,000	391,124	361,239	(29,885)	5.05%	459	0.65%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	314,158	(31,291)	5.78%	518	0.56%
09/24/20	Wisconsin Electric Power Company	976656CLO	2.050	12/15/24	12/15/24	350,000	368,382	334,075	(34,307)	5.16%	564	0.60%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	460,000	458,965	433,513	(25,452)	4.92%	586	0.77%
12/10/21	FNMA	3135G0X24	1.630	01/07/25	01/07/25	1,750,000	1,782,200	1,667,260	(114,940)	4.73%	587	2.98%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	425,000	422,980	413,274	(9,706)	4.54%	593	0.74%
02/17/22	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	475,000	475,751	449,051	(26,700)	5.58%	601	0.80%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	434,000	421,031	421,089	58	4.60%	621	0.75%
01/06/22	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	1,750,000	1,765,705	1,661,678	(104,027)	4.62%	623	2.97%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,250,000	1,252,738	1,187,950	(64,788)	4.77%	636	2.12%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 05/31/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	400,000	426,156	386,608	(39,548)	4.71%	645	0.69%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	435,000	474,791	422,442	(52,349)	4.85%	654	0.75%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	1,488,320	(102,805)	4.51%	670	2.66%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	48,629	(6,350)	4.83%	671	0.09%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	1,348,399	(105,585)	4.45%	684	2.41%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	425,000	418,714	410,576	(8,138)	4.61%	685	0.73%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	1,225,000	1,190,032	1,139,287	(50,745)	4.53%	692	2.04%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	414,031	(12,601)	4.80%	713	0.74%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	350,000	380,073	343,025	(37,048)	4.58%	715	0.61%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	400,000	412,594	389,748	(22,846)	4.83%	720	0.70%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	440,971	(25,733)	4.61%	728	0.79%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	391,028	(6,576)	4.67%	746	0.70%
09/01/22	Treasury Note	91282CEU1	2.875	06/15/25	06/15/25	1,600,000	1,571,813	1,552,624	(19,189)	4.41%	746	2.77%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	1,609,458	(100,976)	4.32%	761	2.88%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	1,200,000	1,162,125	1,167,192	5,067	4.36%	776	2.09%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	447,035	391,464	(55,571)	4.75%	790	0.70%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,317	461,985	(69,332)	4.87%	810	0.83%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,095	317,623	(4,472)	4.72%	824	0.57%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	425,000	425,519	419,339	(6,180)	4.67%	831	0.75%
10/11/22	FFCB	3133ENP5	4.250	09/30/25	09/30/25	1,000,000	995,940	995,350	(590)	4.46%	853	1.78%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,117	2,876,824	(263,293)	4.36%	891	5.14%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	406,061	(26,753)	4.43%	960	0.73%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	949,820	254	4.55%	973	1.70%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	1,400,000	1,269,855	1,270,066	211	4.10%	1004	2.27%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	818,523	1,359	4.48%	1009	1.46%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	413,078	(42,260)	4.69%	1014	0.74%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	1,245,550	6,012	4.26%	1017	2.23%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	300,000	294,711	293,238	(1,473)	4.61%	1036	0.52%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	375,000	389,284	352,763	(36,521)	4.80%	1066	0.63%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,528	279,405	(36,123)	4.14%	1199	0.50%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,263	277,193	(2,070)	4.77%	1203	0.50%
03/01/23	Pepsico Inc.	713448DN5	2.380	10/06/26	10/06/26	450,000	414,179	423,962	9,783	4.25%	1224	0.76%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,468	1,967,111	(19,357)	3.98%	1264	3.51%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 05/31/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,418	653,869	(66,549)	4.15%	1290	1.17%
01/31/23	Treasury Note	912828ZE3	0.630	03/01/27	03/01/27	2,250,000	1,984,481	1,989,314	4,833	3.91%	1370	3.55%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	425,000	396,210	389,172	(7,038)	4.34%	1441	0.70%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	1,000,000	875,741	872,969	(2,772)	3.90%	1491	1.56%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	450,000	416,654	424,304	7,650	4.40%	1598	0.76%
		Subtotal				\$ 58,688,529	\$ 58,406,204	\$ 55,973,469	\$ (2,432,735)	0.047524	644.8412	100.00%
	PFC Bank Balance						9,607,491					
		TOTAL					\$ 68,013,695					

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 05/31/23

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
05/09/23	Bank of America Corp	06051GLA5	4.830	07/22/26	\$ 105,000.00	99.07800	\$ 104,031.90	\$ (1,534.58)
05/09/23	Treasury Note	912828U24	2.000	11/15/26	2,100,000.00	94.59375	1,986,468.75	(20,419.89)
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	425,000.00	93.22600	396,210.50	(94.21)
05/15/23	Morgan Stanley	61747YEX9	6.140	10/16/26	150,000.00	102.79100	154,186.50	(792.83)
05/15/23	Treasury Note	91282CBQ3	0.500	02/28/26	850,000.00	91.52344	777,949.22	(889.27)
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	197,000.00	93.22000	183,643.40	(775.69)
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	300,000.00	98.23700	294,711.00	(1,500.00)
05/17/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	103,000.00	92.83600	95,621.08	(412.00)
05/25/23	Bank of America Corp	06051GLA5	4.830	07/22/26	40,000.00	98.54800	39,419.20	(686.51)
TOTAL PURCHASES					\$ 4,270,000.00	\$ 4,032,241.55	\$ (27,104.98)	

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
02/16/22	Chevron Corp	166764BU3	2.300	05/11/23	\$ 400,000.00	100.88500	\$ 403,540.00	\$ (3,540.00)
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	425,000.00	103.91472	441,637.56	(16,637.56)
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	300,000.00	100.68325	302,049.75	(2,049.75)
05/02/22	Treasury Note	912828ZP8	0.130	05/15/23	800,000.00	97.92578	783,406.25	16,593.75
TOTAL MATURITIES					\$ 1,925,000.00	\$ 1,930,633.56	\$ (5,633.56)	

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								\$ -	\$ -	\$ -
								-	-	-
								-	-	-
								-	-	-
								-	-	-
								\$ -	\$ -	\$ -

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
05/01/23-05/31/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
Chevron Corp	NOTE	2.300	05/11/23	4,938.75	5,580.15	-	-	641.40	-	641.40
Loews Corporation	NOTE	2.625	05/15/23	5,144.27	5,578.13	-	-	433.86	-	433.86
Public Service Electric And Gas	NOTE	2.375	05/15/23	3,285.42	3,562.51	-	-	277.09	-	277.09
Treasury Note	NOTE	0.130	05/15/23	461.33	500.00	-	-	38.67	-	38.67
Simon Property Group LP	NOTE	2.750	06/01/23	3,437.50	4,125.00	-	-	687.50	24.74	712.24
FHLMC	NOTE	2.750	06/19/23	18,906.25	-	-	23,203.13	4,296.88	(2,796.51)	1,500.37
FNMA	NOTE	0.250	07/10/23	925.00	-	-	1,175.00	250.00	1,339.20	1,589.20
Treasury Note	NOTE	0.130	07/31/23	621.55	-	-	835.64	214.09	1,658.14	1,872.23
FNMA	NOTE	2.875	09/12/23	5,478.47	-	-	8,832.64	3,354.17	(1,469.98)	1,884.19
Treasury Note	NOTE	2.875	09/30/23	4,565.83	-	-	9,131.66	4,565.83	(1,818.51)	2,747.32
Treasury Note	NOTE	2.875	11/30/23	9,604.40	11,500.00	-	62.84	1,958.44	(1,277.00)	681.44
Citibank NA	NOTE	3.650	01/23/24	5,464.86	-	-	7,137.78	1,672.92	(104.45)	1,568.47
IBM Corp	NOTE	3.625	02/12/24	3,261.49	-	-	4,500.03	1,238.54	(980.71)	257.83
Treasury Note	NOTE	0.125	02/15/24	453.21	-	-	640.54	187.33	450.62	637.95
3M Co	NOTE	1.710	02/14/24	4,092.47	4,792.49	-	995.33	1,695.35	(34.10)	1,661.25
Mellife Inc	NOTE	3.600	04/10/24	892.50	-	-	2,167.50	1,275.00	(1,031.18)	243.82
Comcast Corporation	NOTE	3.700	04/15/24	698.89	-	-	2,009.31	1,310.42	(1,025.64)	284.78
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	7,446.94	8,075.00	-	717.78	1,345.84	(988.67)	357.17
Target Corporation	NOTE	3.500	07/01/24	4,958.33	-	-	6,197.92	1,239.59	(719.16)	520.43
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	3,443.75	-	-	4,531.25	1,087.50	(734.97)	352.53
Honeywell International Inc	NOTE	2.300	08/15/24	1,893.67	-	-	2,641.17	747.50	(194.99)	552.51
Treasury Note	NOTE	1.875	08/31/24	5,054.35	-	-	7,581.52	2,527.17	(1,870.52)	656.65
United Parcel Service	NOTE	2.200	09/01/24	1,371.33	-	-	2,057.00	685.67	(478.18)	207.49
PNC Funding Corp	NOTE	3.300	10/30/24	29.79	-	-	923.54	893.75	(359.06)	534.69
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	2,710.56	-	-	3,308.47	597.91	(377.41)	220.50
FFCB	NOTE	1.130	01/06/25	1,653.13	-	-	2,084.38	431.25	28.88	460.13
FNMA	NOTE	1.630	01/07/25	9,005.21	-	-	11,375.00	2,369.79	(875.00)	1,494.79
Apple Inc	NOTE	2.750	01/13/25	3,506.25	-	-	4,480.21	973.96	63.13	1,037.09
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	2,704.86	-	-	3,516.32	811.46	(21.46)	790.00
Merck & Co Inc	NOTE	2.750	02/10/25	2,685.38	-	-	3,679.96	994.58	451.89	1,446.47
FHLMC Reference Note	NOTE	1.500	02/12/25	5,760.42	-	-	7,947.92	2,187.50	(423.98)	1,763.52
FFCB	NOTE	1.750	02/25/25	4,010.42	-	-	5,833.33	1,822.91	(76.90)	1,746.01
Exxon Mobil Corp	NOTE	2.709	03/06/25	1,655.50	-	-	2,558.50	903.00	(554.63)	348.37

Burbank-Glendale-Pasadena Airport Authority - PFC Account

**Earnings Report
05/01/23-05/31/23**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Ace InA Holdings Inc	NOTE	3.150	03/15/25	1,750.88	-	-	2,892.75	1,141.87	(796.61)	345.26
Treasury Note	NOTE	0.050	03/31/25	677.60	-	-	1,355.19	677.59	215.45	893.04
General Dynamics Corporation	NOTE	3.250	04/01/25	135.42	-	-	270.83	135.41	(100.50)	34.91
Federal Home Loan Banks	NOTE	0.500	04/14/25	342.36	-	-	946.53	604.17	(74.30)	529.87
Home Depot Inc	NOTE	2.700	04/15/25	510.00	-	-	1,466.25	956.25	178.07	1,134.32
FNMA	NOTE	0.630	04/22/25	191.41	-	-	829.43	638.02	1,029.98	1,668.00
Caterpillar Financial Services	NOTE	3.400	05/13/25	6,743.33	7,225.00	-	722.50	1,204.17	(46.43)	1,157.74
General Dynamics Corporation	NOTE	3.500	05/15/25	5,648.61	6,125.00	-	544.44	1,020.83	(635.58)	385.25
Qualcomm Incorporated	NOTE	3.450	05/20/25	6,171.67	6,900.00	-	421.67	1,150.00	(318.41)	831.59
Pfizer Inc	NOTE	0.800	05/28/25	1,615.00	1,900.00	-	31.67	316.67	204.10	520.77
Truist Financial Corp	NOTE	2.280	06/09/25	3,788.39	-	-	6,142.21	2,353.82	-	2,353.82
Cisco Systems Inc	NOTE	3.500	06/15/25	5,288.89	-	-	6,455.56	1,166.67	66.68	1,233.35
Treasury Note	NOTE	2.875	06/15/25	17,313.19	-	-	21,230.77	3,917.58	859.21	4,776.79
Treasury Note	NOTE	0.250	06/30/25	1,462.36	-	-	1,837.02	374.66	933.67	1,308.33
Treasury Note	NOTE	3.000	07/15/25	10,541.44	-	-	13,624.31	3,082.87	1,155.63	4,238.50
Intel Corp	NOTE	3.700	07/29/25	3,782.22	-	-	5,015.56	1,233.34	(837.37)	395.97
State Street Corporation	NOTE	3.550	08/18/25	3,419.34	-	-	4,824.55	1,405.21	(1,012.80)	392.41
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	1,977.08	-	-	2,965.63	988.55	75.47	1,064.02
John Deere Capital Corp	NOTE	4.050	09/08/25	2,534.06	-	-	3,968.44	1,434.38	(14.46)	1,419.92
FFCB	NOTE	4.250	09/30/25	3,659.72	-	-	7,201.39	3,541.67	114.04	3,655.71
FNMA Benchmark Note	NOTE	0.500	11/07/25	7,624.58	7,887.50	-	1,051.67	1,314.59	311.02	1,625.61
Lockheed Martin Corporation	NOTE	3.550	01/15/26	4,337.90	-	-	5,565.61	1,227.71	(343.47)	884.24
FHLB	NOTE	0.700	01/28/26	1,898.75	-	-	2,511.25	612.50	2,769.32	3,381.82
Treasury Note	NOTE	0.500	02/28/26	463.32	-	889.27	1,769.02	416.43	2,670.76	3,087.19
FHLB	NOTE	0.960	03/05/26	1,344.00	-	-	2,064.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	1.500	03/10/26	956.25	-	-	1,518.75	562.50	(98.18)	464.32
FHLB	NOTE	4.130	03/13/26	11,888.02	-	-	16,184.90	4,296.88	284.82	4,581.70
Loews Corporation	NOTE	3.750	04/01/26	-	-	1,500.00	1,875.00	375.00	61.50	436.50
Sierra Pacific Power	NOTE	2.600	05/01/26	-	-	-	812.50	812.50	(264.67)	547.83
Bank of America Corp	NOTE	4.830	07/22/26	4,645.99	-	2,221.09	8,561.89	1,694.81	94.70	1,789.51
FHLB	NOTE	1.880	09/11/26	781.25	-	-	1,250.00	468.75	(259.24)	209.51
Public Service Electric And Gas	NOTE	2.250	09/15/26	-	-	1,187.69	1,425.00	237.31	219.10	456.41
Pepsico Inc.	NOTE	2.380	10/06/26	742.19	-	-	1,632.81	890.62	831.09	1,721.71
Morgan Stanley	NOTE	6.140	10/16/26	703.31	-	792.83	3,260.81	1,764.67	(199.42)	1,565.25

Burbank-Glendale-Pasadena Airport Authority - PFC Account

Earnings Report

05/01/23-05/31/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Treasury Note	NOTE	2.875	11/30/23	-	21,000.00	20,419.89	1,940.22	2,520.33	1,943.73	4,464.06
FHLB	NOTE	2.130	12/11/26	5,784.72	-	-	7,024.31	1,239.59	(346.67)	892.92
JP Morgan Chase & CO	NOTE	1.040	02/04/27	1,508.00	-	-	2,028.00	520.00	1,377.18	1,897.18
Treasury Note	NOTE	0.630	03/01/27	1,191.09	-	-	2,382.17	1,191.08	5,418.73	6,609.81
Chevron Corp	NOTE	2.000	05/11/27	-	-	94.21	471.04	376.83	320.77	697.60
Treasury Note	NOTE	0.500	06/30/27	1,671.27	-	-	2,099.45	428.18	2,458.20	2,886.38
Unitedhealth Group Inc	NOTE	2.950	10/15/27	590.00	-	-	1,696.25	1,106.25	596.16	1,702.41
Subtotal				\$ 253,805.69	\$ 94,750.78	\$ 27,104.98	\$ 279,997.02	\$ 93,837.13	\$ 6,853.83	\$ 100,690.96
CASH EQUIVALENTS										
Blackrock Liquidity Funds				-	835.85	-	-	835.85	-	835.85
Subtotal				\$ -	\$ 835.85	\$ -	\$ -	\$ 835.85	\$ -	\$ 835.85
TOTAL				\$ 253,805.69	\$ 95,586.63	\$ 27,104.98	\$ 279,997.02	\$ 94,672.98	\$ 6,853.83	\$ 101,526.81

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2023 & 2022

Monthly Performance					May 2023					Fiscal YTD Performance (July 2022 - May 2023)								
A		B		C		D		E		F	G		H		I		J	
Actual \$ May 2023	Budget May 2023	Actual \$ Prior Year May 2022	Note	Variance Actual Vs. Budget		Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note		Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note		Actual Vs. Budget		
OPERATING ACTIVITY																		
CASH RECEIPTS FROM OPERATIONS																		
1	\$466,636	\$375,000	\$395,630	(2)	\$91,636	Landing/Fuel Fees	\$4,124,996	\$4,051,768	(2)		\$4,736,887	\$4,124,996	\$4,051,768	(2)		\$611,891		
2	2,660,956	1,979,167	2,563,752	(3)	681,789	Parking Fees	21,770,835	22,696,631	(3)		27,231,879	21,770,835	22,696,631	(3)		5,461,044		
3	1,647,020	1,147,942	1,259,003	(4)	499,078	Rental/Concession Receipts - Terminal Building	12,627,361	13,634,771	(4)		16,054,675	12,627,361	13,634,771	(4)		3,427,314		
4	1,664,024	1,281,226	1,273,574	(5)	382,798	Rental Receipts - Other Buildings	14,093,486	13,808,562	(5)		14,886,001	14,093,486	13,808,562	(5)		792,515		
5	305,719	170,000	273,868	(6)	135,719	Ground Transportation	1,870,000	2,387,197	(6)		3,317,296	1,870,000	2,387,197	(6)		1,447,296		
6	(6,541)	81,666	204,167	(7)	(88,207)	Other Receipts	898,333	1,249,279	(7)		1,157,351	898,333	1,249,279	(7)		259,018		
7	335,566	295,833	132,085	(8)	39,733	Investment Receipts - Treasurer/Other Interest Earned	3,254,163	4,699,881	(8)		4,541,241	3,254,163	4,699,881	(8)		1,287,078		
8	\$7,073,380	\$5,330,834	\$6,102,079	(1)	\$1,742,546		\$58,639,174	\$62,528,089	(1)		\$71,925,330	\$58,639,174	\$62,528,089	(1)		\$13,286,156		
CASH DISBURSEMENTS FROM OPERATIONS																		
9	(\$152,728)	(\$111,080)	(\$91,878)	(10)	(\$41,648)	Administrative Supplies & Costs	(\$1,290,371)	(\$964,831)	(10)		(\$1,211,634)	(\$1,290,371)	(\$964,831)	(10)		\$78,737		
10	(502,797)	(349,284)	(298,656)	(11)	(153,513)	Operating Supplies & Maintenance	(3,882,117)	(3,192,446)	(11)		(3,769,923)	(3,882,117)	(3,192,446)	(11)		112,194		
11	(3,106,270)	(2,995,788)	(2,530,547)	(12)	(110,482)	Contractual Operating Costs	(31,273,663)	(26,620,901)	(12)		(29,149,522)	(31,273,663)	(26,620,901)	(12)		2,124,141		
12	(397,148)	(403,192)	(351,375)	(13)	6,044	Contractual Professional Services	(6,237,109)	(5,096,754)	(13)		(5,306,792)	(6,237,109)	(5,096,754)	(13)		930,317		
13	(645,544)	(592,392)	(431,317)	(14)	(53,152)	Wages & Benefits	(6,516,309)	(5,711,049)	(14)		(6,582,331)	(6,516,309)	(5,711,049)	(14)		(66,022)		
14	(51,716)	(116,008)	(80,335)	(15)	64,292	Other Operating Costs	(974,091)	(508,350)	(15)		(873,579)	(974,091)	(508,350)	(15)		100,512		
15	(380,375)	(380,375)	(380,125)	(16)	0	Bond Debt Service - 2015 Bonds	(4,184,125)	(4,181,375)	(16)		(4,184,125)	(4,184,125)	(4,181,375)	(16)		0		
16	0	0	0	(16)	0	Parking Tax	(2,544,643)	(2,283,251)	(16)		(3,093,997)	(2,544,643)	(2,283,251)	(16)		(549,354)		
17	(\$5,236,578)	(\$4,948,119)	(\$4,164,233)	(9)	(\$288,459)		(\$56,902,428)	(\$48,558,957)	(9)		(\$54,171,903)	(\$56,902,428)	(\$48,558,957)	(9)		\$2,730,525		
18	\$1,836,802	\$382,715	\$1,937,846		\$1,454,087	INCREASE (DECREASE) IN CASH FROM OPERATIONS	\$1,736,746	\$13,969,132			\$17,753,427	\$1,736,746	\$13,969,132			\$16,016,681		
FACILITY IMPROVEMENT TRANSACTIONS																		
CASH DISBURSEMENTS																		
19	(\$7,500)	\$0	(\$180)	(17)	(\$7,500)	Noise Mitigation Program Costs	\$0	(\$1,990)	(17)		(\$9,997)	\$0	(\$1,990)	(17)		(\$9,997)		
20	(706,248)	(625,000)	(659,164)	(18)	(81,248)	Other Facility Improvement Program Project Costs	(10,550,375)	(2,784,905)	(18)		(7,907,590)	(10,550,375)	(2,784,905)	(18)		2,642,785		
21	(\$713,748)	(\$625,000)	(\$659,344)		(\$88,748)		(\$10,550,375)	(\$2,786,895)			(\$7,917,587)	(\$10,550,375)	(\$2,786,895)			\$2,632,788		
CASH RECEIPTS FROM FUNDING SOURCES																		
22	\$0	\$0	\$0	(17)	\$0	FAA Grants - Noise Mitigation Program	\$0	\$0	(17)		\$0	\$0	\$0	(17)		\$0		
23	0	0	0	(19)	\$0	FAA Grants - Facility Improvement Program	2,740,060	3,392,476	(19)		2,628,083	2,740,060	3,392,476	(19)		(111,977)		
24	0	0	761,593	(20)	\$0	Passenger Facility Charge Receipts/Reserves	4,019,940	2,014,666	(20)		4,615,651	4,019,940	2,014,666	(20)		595,711		
25	\$0	\$0	\$761,593		\$0		\$6,760,000	\$5,407,142			\$7,243,734	\$6,760,000	\$5,407,142			\$483,734		
26	(\$713,748)	(\$625,000)	\$102,249		(\$88,748)	INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS	(\$3,790,375)	\$2,620,247			(\$673,853)	(\$3,790,375)	\$2,620,247			\$3,116,522		
FEDERAL RELIEF GRANT FUNDS																		
27	\$6,762,397	\$318,155	\$0	(21)	\$6,444,242	ARPA Grant Funds	\$3,499,705	\$10,612,063	(21)		\$11,280,886	\$3,499,705	\$10,612,063	(21)		\$7,781,181		
28	\$6,762,397	\$318,155	\$0		\$6,444,242		\$3,499,705	\$10,612,063			\$11,280,886	\$3,499,705	\$10,612,063			\$7,781,181		
29	\$7,885,451	\$75,870	\$2,040,095		\$7,809,581	NET INCREASE (DECREASE) IN CASH FROM OPERATIONS	\$1,446,076	\$27,201,442			\$28,360,460	\$1,446,076	\$27,201,442			\$26,914,384		

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2023 & 2022

		Monthly Performance				Fiscal YTD Performance (July 2022 - May 2023)					
		May 2023				F	G	H	I	J	
		A	B	C	D	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year	Fiscal YTD	Note	Variance Actual Vs. Budget
		Actual \$ May 2023	Budget May 2023	Actual \$ Prior Year May 2022	Note						
29		\$7,885,451	\$75,870	\$2,040,095		\$28,360,460	\$1,446,076	\$27,201,442			\$26,914,384
NET INCREASE (DECREASE) IN CASH FROM OPERATIONS											
30											
REPLACEMENT PASSENGER TERMINAL PROJECT											
CASH DISBURSEMENTS											
31		(1,015,451)	(5,072,333)	(419,178)	(22)	(10,109,416)	(29,152,666)	(2,483,440)	(22)		19,043,250
		(\$1,015,451)	(\$5,072,333)	(\$419,178)		(\$10,109,416)	(\$29,152,666)	(\$2,483,440)			\$19,043,250
32		\$6,870,000	(\$4,996,463)	\$1,620,917		\$18,251,044	(\$27,706,590)	\$24,718,002			\$45,957,634

Note 1 - The FY 2023 adopted budget assumed monthly payments to a Progressive Design Builder (PDB) would commence in January 2023 (FYTD May PDB expenditures were budgeted at approximately \$29 million). Although the PDB contract was awarded in December 2022, the first invoice was received and paid in April 2023.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ELEVEN MONTHS ENDED MAY 31, 2023 & 2022

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, personnel and debt service.

Facility Improvement Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Noise Mitigation Program.

The FY 2023 Capital Program expenditures are primarily funded by the following sources:

- FAA-approved Passenger Facility Charge ("PFC") program receipts/reserves;
- Grants; and
- Operating Revenues

The FY 2023 Replacement Passenger Terminal Project expenditures are initially funded with Airport Reserves and will be reimbursed through future Interim Financing, which is expected to be completed before June 30, 2023.

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the 2012 Bond debt service and repayment to the Authority of the loans provided to the Rent-A-Car Companies ("RACs") for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

Due to uncertainties including impacts from COVID-19 variants, unstable global events, inflationary pressures and potential economic recession, the Authority continued its conservative outlook on passenger recovery into FY 2023. The Authority's Adopted FY 2023 budget was based on the following quarterly activity assumptions:

- Q1 (July - September): a reduction of 10% (represents recovery of 90%)
- Q2 (October - December): a reduction of 15% (represents recovery of 85%)
- Q3 (January - March): a reduction of 20% (represents recovery of 80%)
- Q4 (April - June): a reduction of 15% (represents recovery of 85%)

Passengers decreased by 3.03% FYTD May when compared to pre-COVID levels. The result at FYTD May was favorably above the blended budgeted assumption of a passenger reduction of 15.00% resulting in positive financial performance.

The Adopted FY 2023 Budget includes the use of \$3.8 million in federal relief funds to support the 2015 Bond debt service.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ELEVEN MONTHS ENDED MAY 31, 2023 & 2022

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget FYTD May. On an accrual basis, operating revenues exceed the budget FYTD May by \$11,850,114. See notes 2 through 8 for additional information regarding operating receipts.

NOTE (2) – Landing/Fuel Fees

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$650,731 FYTD May.

NOTE (3) – Parking Fees

Parking fee revenues performed above the budget forecast. Accrual basis Parking Fees are \$4,905,048 ahead of budget FYTD May.

NOTE (4) – Rental/Concession Receipts - Terminal Building

Terminal Building rental/concession receipts exceed the budget FYTD May partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$2,325,774 FYTD May.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget FYTD May partially due to the timing of receipts. Accrual basis Other Building rents are \$753,360 ahead of budget FYTD May due to CPI adjustments.

NOTE (6) – Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by \$1,452,710 FYTD May.

NOTE (7) – Other Receipts

This category consists primarily of filming, TSA LEO reimbursements, fingerprint/badge renewal fees, noise fees, access fees, and ground handling services for the airlines. Accrual basis Other Receipts are \$326,770 ahead of budget FYTD May.

NOTE (8) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by \$1,435,721 FYTD May.

NOTE (9) – Cash Disbursements from Operations

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD May. See additional information on operating disbursement in notes 10 through 16.

NOTE (10) – Administrative Supplies & Costs

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND ELEVEN MONTHS ENDED MAY 31, 2023 & 2022

NOTE (11) – Operating Supplies & Maintenance

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.

NOTE (12) – Contractual Operating Costs

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs.

NOTE (13) – Contractual Professional Services

This line item includes various professional services such as legal, auditing, noise, financial and insurance.

NOTE (14) – Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2023. Wages and Benefits include overtime for film location services which are recovered through the related film revenue.

NOTE (15) – Other Operating Costs

This line item primarily includes public relations/advertising, air service retention, and license/permit fees.

NOTE (16) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The next remittance, covering parking activity for the months of April, May and June, is due July 2023.

NOTE (17) – Noise Mitigation Program

FAA Grants are budgeted to partially fund the Part 150 Update project. A RFP for the Part 150 Update was issued in 3rd Quarter FY 2023.

NOTE (18) – Other Facility Improvement Program Projects

Other Facility Improvement Program Projects costs on a cash basis are under budget FYTD May by \$2,642,785 due to delays in construction for several projects.

NOTE (19) – FAA Grants – Other Facility Improvement Program Projects

FAA Grants are budgeted to partially fund the Taxiway C Pavement Rehabilitation project.

NOTE (20) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the Taxiway C Pavement Rehabilitation Project, the Airfield Lighting Vault Project, the Runway 8 PAPI Relocation Project and the Part 150 Update Project. The majority of FYTD May receipts represents reimbursement of FY 2022 costs of the Taxiway A Rehabilitation Project (\$1,344,570), reimbursement of the costs of the Airfield Lighting Vault Project (\$2,305,669) and reimbursement of Taxiway C & Shoulders Rehabilitation Project (\$612,086)

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ELEVEN MONTHS ENDED MAY 31, 2023 & 2022

NOTE (21) – Federal Relief Grant Funds

The Adopted FY 2023 Budget includes the use of \$3.8 million in federal relief funds to support the 2015 Bond debt service. FYTD May receipts in the amount of \$11,280,886 represent reimbursement of FY 2022 personnel costs (\$1,095,114), July 2022 to March 2023 payments for 2015 Bond Debt Service (\$3,423,375), and July to December 2022 personnel costs (\$6,762,397).

NOTE (22) – Replacement Passenger Terminal Project

The Authority has programmed \$34,225,000 from Airport Reserves to fund the Replacement Passenger Terminal Project. Any use of Airport Reserves will be reimbursed through future Interim Financing. Replacement Passenger Terminal Project costs on a cash basis are under budget FYTD May by \$19,043,250. The FY 2023 adopted budget assumed monthly payments to the Progressive Design Builder (PDB) would commence in January 2023 (FYTD May was budgeted at approximately \$29 million). Although the PDB contract was awarded in December 2022, the first invoice was received and paid in April 2023. The majority of FYTD May \$10,109,416 cash expenditures are related to Holder, Pankow, TEC JV design services (\$4,622,198) and to Jacobs Project Management services (\$3,770,723).

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2023 & 2022

May 2023									
Monthly Performance					Fiscal YTD Performance (July 2022 - May 2023)				
A	B	C	D	E	F	G	H	I	J
Actual \$ May 2023	Budget May 2023	Actual \$ Prior Year May 2022	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
33	\$395,124	\$333,333	\$411,830 (1)	\$61,791	Customer Facility Charge Receipts	\$4,520,902	\$3,666,666	\$4,125,840 (1)	\$854,236
34	0	67,078	0 (2)	(67,078)	Federal Relief Grant Funds - 2012 Bond Debt Service	1,426,999	737,854	376,227 (2)	689,145
35	85,914	85,914	85,914 (3)	0	Facility Rent	959,569	945,049	950,398 (3)	14,520
36	(486,325)	(486,325)	(486,247)	0	Payments to Bond Trustee for 2012 Bond Debt Service	(5,349,569)	(5,348,710)		0
37	<u>(\$5,287)</u>	<u>\$0</u>	<u>\$11,497 (4)</u>	<u>(\$5,287)</u>		<u>\$1,557,901</u>	<u>\$0</u>	<u>\$103,755 (4)</u>	<u>\$1,557,901</u>

General Comments

The debt service on the 2012 Revenue Bonds and the repayment to the Authority of the loans to the Rent-A-Car Companies ("RACs") is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

Note (1) – Customer Facility Charge ("CFC") Receipts

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.

Note (2) – Federal Relief Grant Funds

FYTD May reimbursement in the amount of \$1,426,999 assists in covering FY 2022 costs related to the 2012 Bond Debt service.

The adopted FY 2023 budget programs \$804,930 in Federal Relief Grant Funds (ARPA) to assist in covering the 2012 Bond Debt Service.

Note (3) – Facility Rent

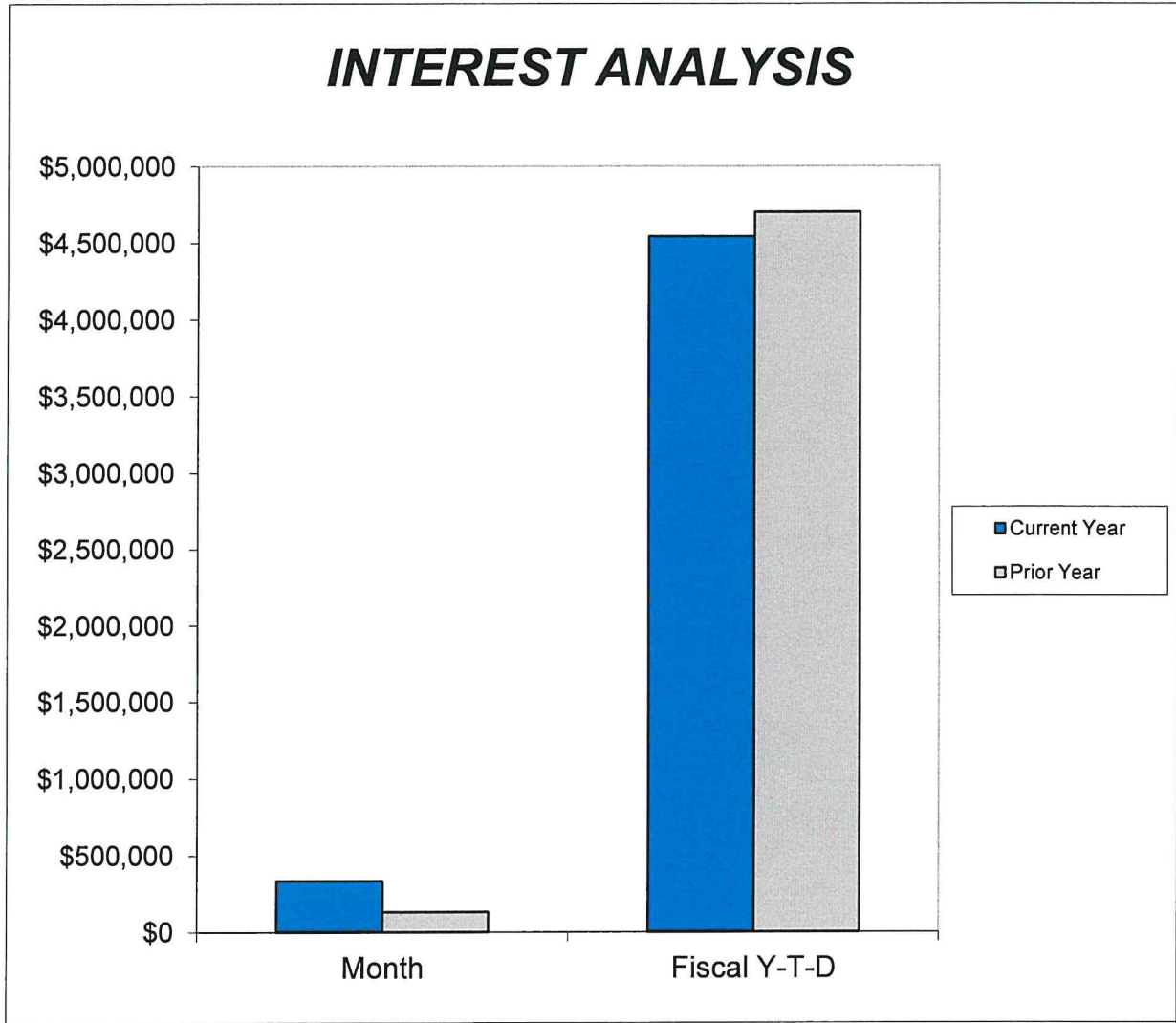
Facility Rent receipts are applied to the 2012 Bond debt service.

Note (4) – Net RITC / ConRAC Facility Payments and Collections

At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority



	May 2023	May 2022
Interest Receipts - - Month	\$335,566	\$132,085
Interest Receipts - - Fiscal Y-T-D	\$4,541,241	\$4,699,881
Month End Portfolio Balance	\$287,840,486	\$263,055,935
Yield to Maturity	4.55%	2.24%

Supplement to the May 2023 Treasurer's Report

FYTD May 2023 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY Replacement Passenger Terminal Project (RPT) FY 2023 Cash Expenditures: Authorized Contracts							
Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	May 2023 Cash Expenditures	FYTD 2023 (Jul - May) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
AECOM (1a)	Program Management Services	\$ 4,172,454	N/A	-	-	N/A	\$ 4,172,454
Jacobs Project Management Company (1a)	Program Management Services	-	13,321,911	475,291	3,770,723	9,551,188	3,770,723
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	39,773	200,000	9,583	164,839	35,161	204,612
Conway Consulting (1b)	Technical Support	110,902	148,000	60,039	100,425	47,575	211,327
Georgino Development (1b)	Strategic Planning Services	32,000	54,000	4,500	49,000	5,000	81,000
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	27,000	188,000	34,938	197,889	(9,889)	224,889
Ricondo & Associates (1b)	Financial Feasibility Services	79,260	299,730	36,954	244,829	54,901	324,089
Geosyntec Consultants (1c)	Soil Management Services	4,405	40,000	-	4,181	35,819	8,586
Holder, Pankow, TEC JV (1d)	Design Builder	-	55,000,000	-	4,622,198	50,377,802	4,622,198
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	-	N/A	367,976	401,731	N/A	401,731
Richards, Watson & Gershon (2)	Legal Services	106,075	N/A	15,890	125,142	N/A	231,217
Ring Bender (2)	Legal Services	2,571	N/A	-	2,222	N/A	4,793
THU Legal Consulting (2)	Consulting Services	-	75,000	10,280	25,080	49,920	25,080
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
RS&H (3)	Environmental Impact Study (EIS) Services	139,456	AIP / PFC Funded	-	200,325	N/A	339,781
XI-3 Corporation (4)	Consulting Services	-	96,000	-	91,770	4,230	91,770
City of Burbank (5)	Burbank Water & Power Aid-in-Construction deposit	-	N/A	-	75,000	N/A	75,000
Meetings	Various Expenses	-	N/A	-	30,026	N/A	30,026
Licenses & Fees	Various Expenses	-	N/A	-	4,036	N/A	4,036
TOTALS		\$ 4,718,896	\$ 69,422,641	\$ 1,015,451	\$ 10,109,416	\$ 60,151,707	\$ 14,828,312

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Notes to Replacement Passenger Terminal Project schedule
Project Costs as of May 2023

- (1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2023 adopted budget includes appropriations of \$34,225,000 for the RPT project.
- (1a) Jacobs assumed Project Management responsibilities in May 2022. The Jacobs' authorized amount represents the following Commission approved Task Orders against the Professional Services agreement to date:
- Task Order 1 (Development of the Concept of Operations Manual) - \$1,419,896
 - Task Order 2 (Procurement of Progressive Design Builder) - \$1,463,250
 - Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - \$10,438,765
- (1b) These Professional Services contracts for technical, financial, and strategic airport services were presented and approved on July 18, 2022 to be effective July 1, 2022 through June 30, 2023.
- (1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.
- (1d) In December 2022, the Commission approved \$55,000,000 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price. Phase 1 services are anticipated to be completed by April 2024. The adopted FY 2023 budget included \$26,637,000 in appropriations and additional appropriations will be included in the FY 2024 budget.
- (2) Legal services and professional services to be utilized on an as needed basis.
- (3) RS&H expenditures are for the Environmental Impact Study and associated supplemental work as required by the FAA.
- (4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder. Commission approved professional services agreement in July 2022 (NTE \$50,000) which was increased by an amendment in October 2022 to NTE \$96,000.
- (5) BWP study for power requirements for RPT and ancillary facilities.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 18, 2023**

**AWARD OF CONTRACT
WILDLIFE HAZARD ASSESSMENT AND WILDLIFE HAZARD MANAGEMENT PLAN**

Presented by
Thomas Henderson
Director, Operations

SUMMARY

At its special meeting on August 28, 2023, the Operations and Development Committee voted (2-0, 1 absent) to recommend that the Commission award a contract, copy attached, to SES Energy Services, LLC ("SES") for revisions to the Authority's Wildlife Hazard Assessment ("WHA") and an update of the current Wildlife Hazard Management Plan ("WHMP") in the amount of \$127,600. The current WHA and WHMP were completed in 2012 and 2014, respectively. Due to the level of wildlife activity and changes to the airport property and surrounding environment, the Federal Aviation Administration ("FAA") recommended that revisions to the current WHA and WHMP be developed.

BACKGROUND

The Airport's current WHMP is incorporated into the Airport Certification Manual, a document that is required for commercial service airports per Federal Aviation Regulations (FAR) Part 139. The responsibilities of the management plan are conducted by multiple Staff departments, with the overall program managed by the Operations Department.

FAR Part 139 requires that each certificate holder must ensure that a WHA is conducted when any of the following triggering events occur:

1. An air carrier aircraft experiences multiple wildlife strikes.
2. An air carrier aircraft experiences substantial damage from striking wildlife.
3. An air carrier aircraft experiences an engine ingestion of wildlife.
4. Wildlife of a size, or in numbers, capable of causing an event described above is observed to have access to any airport flight pattern or aircraft movement area.

A WHA is required to be conducted by either an approved wildlife damage management biologist who has professional training or experience in wildlife hazard management at airports or an individual that working under the direct supervision of such an individual. Further, the FAA requires that a WHA include the following:

1. An analysis of the events or circumstances that prompted the assessment;
2. Identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences;

3. Identification and location of features on and near the airport that attract wildlife;
4. A description of wildlife hazards to air carrier operations; and
5. Recommended actions for reducing identified wildlife hazards to air carrier operations.

The WHA takes place over a 12-month period to account for any wildlife activity that is affected by seasonal patterns. After final review with Staff, a final draft will be submitted to the FAA for review and approval. After completion of the WHA, a WHMP is then drafted that includes the following:

1. A list of the individuals having the authority and responsibility to implement each aspect of the plan;
2. A list prioritizing the following actions identified in the wildlife hazard assessment and target dates for their initiation and completion:
 - a. Wildlife population management;
 - b. Habitat modification; and
 - c. Land use changes.
3. Requirements for and, where applicable, copies of local, State, and Federal wildlife control permits;
4. Identification of resources that the certificate holder will provide to implement the plan;
5. Procedures to be followed during air carrier operations;
6. Procedures to review and evaluate the WHMP every 12 consecutive months or following a triggering event as described above: and
7. A training program conducted by a qualified wildlife damage management biologist to provide Staff with the knowledge and skills needed to successfully carry out the management plan.

The final WHMP will then be submitted to FAA for review and approval. Once approved, this document is then incorporated into the Airport Certification Manual.

The overall benefits of a revised WHA and WHMP are the updated body of data on wildlife in and around the Airport, and newly identified measures to mitigate wildlife hazards on the airfield and adjacent environments. Additionally, a revised WHMP will identify the appropriate proactive and reactive wildlife management techniques and resources needed to allow Staff to effectively manage wildlife hazards.

EVALUATION PROCESS

A Request for Qualifications / Request for Proposals ("RFQ/RFP") was issued on February 9, 2023, through the PlanetBids website. From this outreach, Staff received statements of qualifications and proposals from three firms. The submittals were reviewed and all three were deemed responsive to the RFQ/RFP requirements. The responding firms listed in alphabetical order are:

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- Loomacres, Inc.
- LSA Associates, Inc.
- SES Energy Services, LLC

The evaluation of each submission consisted of the following criteria:

SC-1: Firm Experience, Background and Past Performance

SC-2: Qualifications of the Proposed Project Team

SC-3: Technical Approach / Project Understanding

SC-4: Firm's Presentation, Interview, Q&A

An evaluation team comprised of Staff from various departments reviewed the submissions based on the criteria defined above. Using an equally weighted average point allocation process for each of the criteria listed above, out of 150 total points, the results are as follows:

Selection Criteria	SC-1	SC-2	SC-3	SC-4	TOTAL
	SC -1 – Firm's Exp., Background, Past Performance	SC -2 - Qualifications of Proposed Project Team	SC - 3- Technical Approach/PROJECT UNDERSTANDING SC-3	SC-4 – Firm's Presentation, Interview, Q&A	
Weighting Factor:	1	1	1	1	
Maximum Points Possible	40	40	20	50	150
FIRM					
Loomacres Inc	34	38	19	43	134
LSA Associates, Inc	37	39	20	40	136
SES Energy Services LLC	36	38	19	44	137

After a thorough review of all the information received from all three submissions, SES ranked as the highest respondent. SES is highly qualified professional firm that has conducted numerous WHAs and WHMPs at a variety of airports throughout the United States, ranging from General Aviation to Large Hub environments. Their experience also includes working in a wide variety of regions that present diverse wildlife challenges, including experience in California.

FUNDING

Funding for this project will be supported in part through a recently awarded Airport Improvement Program grant in the amount of \$102,833 with the balance supported by an approved Passenger Facility Charge ("PFC") Application providing the local matching funds of \$24,747.

RECOMMENDATION

At its special meeting on August 28, 2023, the Committee voted (2-0, 1 absent) to recommend that the Commission approve to award a contract to SES for revisions to the WHA and WHMP in the amount of \$127,600 and authorization for the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 18, 2023**

REPLACEMENT AIRCRAFT RESCUE FIREFIGHTING VEHICLE ACQUISITION

Prepared by
Tom Lenahan
Fire Chief, Airport Fire Department

SUMMARY

At its special meeting on August 28, 2023, the Operations and Development Committee voted (2-0, 1 absent) to recommend that the Commission approve a replacement Aircraft Rescue and Firefighting ("ARFF") vehicle acquisition from Oshkosh Airport Products ("Oshkosh"), a division of Pierce Manufacturing Inc. The acquisition will be made through an award of (1) an ARFF Vehicle Purchase Contract in the amount of \$1,056,707.66 for the base vehicle and (2) a Purchase Order in the amount of \$71,015.00 for ancillary equipment. The total cost of the replacement ARFF vehicle will be \$1,127,722.66.

BACKGROUND

The Authority currently owns and operates a fleet of four ARFF vehicles. The fleet is comprised of a 2007 Rosenbauer ARFF vehicle, a 2011 Rosenbauer ARFF vehicle, a 2015 Rosenbauer ARFF vehicle and a 2021 Rosenbauer ARFF vehicle. The equipment is primarily used for aviation-related crash fire and rescue response operations at the Hollywood Burbank Airport. The Authority also owns and operates additional support vehicles including an emergency medical response vehicle and utility vehicle.

The Federal Aviation Administration ("FAA") requires a specific level of fire suppression capability at airports. This level of fire suppression is described as an "Index" level. Index levels range from level A to level E and are determined by the fuselage length of the longest air carrier aircraft with 5 or more daily departures. Hollywood Burbank Airport is rated as an Index "C" because its largest air carrier aircraft with 5 or more daily departures has a fuselage length between 126 feet and 159 feet.

For airports that have an Index level "C", the FAA requires that the airport have operational at least two fire suppression vehicles with the following characteristics:

- One vehicle carrying at least 500 pounds of sodium-based dry chemical or Halotron.
- One vehicle carrying an amount of water and a commensurate quantity of aqueous form filming foam ("AFFF") so that the total quantity of water for foam production carried by both vehicles is at least 3000 gallons.

The Authority currently provides a greater-than-minimum response for aircraft incidents, by providing sufficient staffing to allow three ARFF vehicles to respond. When an alert involving an aircraft is issued, the Airport Fire Department responds with three of its ARFF vehicles, if at least three of the vehicles are mission ready. While this is in excess of the FAA minimum standards, responding with three ARFF vehicles allows staging of the

vehicles along the length of the runway and ensures fire protection on all sides of the aircraft with fast extinguishment if a fire is involved. Staff strongly believes that this high level of response is warranted and desirable.

The Authority maintains a fourth ARFF vehicle in reserve. The reserve vehicle ensures that the airport will always be at index and able to operate, if one or two of the vehicles are inoperative due to mechanical problems, or during those time periods where preventative maintenance is being performed.

The National Fire Protection Association ("NFPA"), the FAA and the original equipment manufacturers recommend a tactical, useful life of approximately ten years for ARFF apparatus. Equipment older than ten years must be constantly evaluated for performance, with FAA guidelines specifying that all firefighting systems should be replaced or extensively remanufactured in the 10 to 15-year life cycle range.

The 2007 Rosenbauer ARFF vehicle has reached the end of its service life and qualifies for replacement under FAA guidelines.

PROCUREMENT

A Request for Bids ("RFB") was issued on March 14, 2023, in accordance with FAA guidance per Advisory Circular 150/5220-10E ("AC"). In addition to posting on PlanetBids, the competitive opportunity was advertised in the Los Angeles Times, with the ACI-NA, AAEE, and ACCOnline websites, as well as the Burbank, Glendale and Pasadena city websites. The procurement process followed FAA guidelines for equipment acquisition utilizing Airport Improvement Program ("AIP") funds, and the RFB package was reviewed and pre-approved by the FAA.

The RFB required prospective bidders to submit questions by March 30, 2023. Oshkosh and Rosenbauer submitted questions by the deadline.

Bidders were instructed to bid on a three-part Bid Schedule (Schedules A, B and C):

- Bid Schedule A stated the proposed base vehicle price.
- Bid Schedule B was separated by unit pricing Line Items for ancillary but necessary equipment; and
- Bid Schedule C was for alternates that were desired to be included in the new vehicle but were not mandatory for its desired function.

These bid schedules were prepared in order to ensure compliance with the eligibility requirements for AIP as well as Passenger Facility Charge ("PFC") funds. Items that are deemed "ancillary" of the base vehicle yet are required aftermarket equipment (such as radios, ladders, hose, flashlights, and fire extinguishers) are to be funded through Authority funds. These items were detailed in Bid Schedules B and C. The base vehicle price in Bid Schedule A is eligible for 80% funding through an AIP grant with 20% local matching funds being provided from an approved PFC Application.

The RFB provided that award of contract would be based on the lowest responsive, responsible bidder for Bid Schedules A and B only. Bid Schedule C items would be

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considered for inclusion in the contract depending on the price for these extra components and the reasonableness of the proposed prices.

Bids were received electronically via PlanetBids on April 14, 2023, at 4:00 p.m. with the following results:

MANUFACTURER	(BASE VEHICLE) BID SCHEDULE A	(ANCILLARIES) BID SCHEDULE B	BID PRICE
Oshkosh	\$1,056,707.66	\$69,375.00	\$1,126,082.66
Rosenbauer	\$1,062,529.97	\$76,627.00	\$1,139,156.97

Staff reviewed and clarified the bid submittals and both bidders, Rosenbauer and Oshkosh, were deemed to be responsive in accordance with the vehicle specifications of AC No. 150/5220-10E. Oshkosh's Bid Schedule C price of \$1,640.00 has been deemed reasonable and is included in the proposed award value should the Commission approve the award.

These results, along with the supporting documentation and Staff's recommendation were delivered to FAA for its review on May 2, 2023.

On July 21, 2023, FAA issued an Airport Improvement Program grant in the amount of \$851,601 for the acquisition of the replacement ARFF vehicle.

BUDGET

Appropriations in the amount of \$1,132,000 which include \$75,000 in Airport share for this acquisition are included in the adopted FY 2024 budget. The base vehicle acquisition of \$1,056,707.66 is funded with an 80.59% AIP entitlement grant as Project Number AF23-01, with the remaining 19.41% sponsor match through an approved PFC Application. The ancillary equipment listed in Bid Schedules B & C in the amount of \$71,015 is to be funded through Airport funds.

SCHEDULE

Per the terms of the RFB, the specified ARFF vehicle must be fabricated and delivered to the Authority within 365 days from the date the Notice to Proceed is issued.

RECOMMENDATION

At its special meeting on August 28, 2023, the Committee voted (2-0, 1 absent) to recommend that the Commission approve the award to Oshkosh of an ARFF Vehicle Purchase Contract and an ancillary Purchase Order for the acquisition of a Striker 4x4 ARFF vehicle in the total amount of \$1,127,722.66 with a projected delivery date of no later than August 31, 2024, and that the President and Staff be authorized to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 18, 2023**

**APPROVAL OF ADDITIONAL AID-IN-CONSTRUCTION DEPOSIT
FOR TEMPORARY POWER
REPLACEMENT PASSENGER TERMINAL PROJECT**

Prepared by
Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on September 6, 2023, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve an Aid-In-Construction (“AIC”) deposit proposal, copy attached, with the City of Burbank in the amount of \$1,411,000 for additional material and labor cost of Burbank Water and Power (“BWP”) to bring temporary power to the Replacement Passenger Terminal (“RPT”) Project site.

BACKGROUND

On December 19, 2022, the Commission awarded Holder, Pankow, TEC – A Joint Venture (“HPTJV”) a design-build agreement for the RPT Project. The design and preconstruction efforts are well underway and have reached a few milestones, including the design concept selection by the Commission on April 17, 2023. As part of the preconstruction efforts, the project team (which includes airport staff, Jacobs Project Management staff and members of the design-build team) has begun coordinating with BWP representatives for the initial temporary and ultimate permanent power of the RPT along with the ancillary facilities.

On June 26, 2023, the Commission approved an initial AIC deposit for temporary construction power equipment in the amount of \$494,000. The proposed AIC deposit being presented today includes the procurement and installation of cabling and switches for the feeder lines which will provide temporary power to the RPT until a new substation on airport property is developed. These feeder lines will not be discarded. Rather, upon the establishment of the permanent power to the RPT, they will be redeployed to serve as redundant backup lines to ensure power resiliency for the RPT.

The new AIC deposit is a requirement of BWP to enable the ordering of long-lead time equipment for this installation as well as the cost of estimated labor related to design, plan preparation, and permitting. This AIC deposit will cover the following estimates as provided by BWP:

- BWP Office engineering: \$150,000;
- Offsite conduit design and plan preparation, including permitting: \$100,000;
- Three Phase Primary cable (8,855 feet) material: \$923,000;
- Three primary pad mount switch material: \$132,000; and
- Splices and Terminations material (estimated quantity): \$106,000.

The total amount of this AIC deposit is \$1,411,000.00, which BWP will charge against for the actual costs and quantities. Any remaining funds will be refunded or credited to future work.

FUNDING

The approved FY 2023-2024 Facility Improvement Program Budget includes \$157,829,049 for the RPT Project. The cost of the proposed AIC deposit will be covered under this appropriation.

RECOMMENDATION

At its meeting on September 6, 2023, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed AIC deposit with the City of Burbank and authorize Staff to remit payment.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 18, 2023**

**AIRPORT SOLUTION LINE SERVICE
AGREEMENT EXTENSION**

Prepared by
Thomas Henderson
Director, Operations

SUMMARY

Subject to the recommendation from the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a one-year extension of the Airport Solution Line Service Agreement (“Service Agreement”), copy attached, with SITA Information Network Computing USA, Inc. (“SITA”) for the Common Use Passenger Processing System (“CUPPS”) installed at the Hollywood Burbank Airport. This extension will run from October 1, 2023, to September 30, 2024, at a monthly cost of \$66,065. The cost of the services provided under this agreement are fully reimbursed monthly by the airlines serving the Airport.

BACKGROUND

SITA, a provider of International Air Transport Association (“IATA”) certified common use systems at airports worldwide, was selected through a competitive proposal process among other IATA certified CUPPS providers in January 2012. Installation of the system was completed and certified for use on March 31, 2014. The CUPPS includes the following components: (i) common use passenger check-in system at all gates and ticket counter check-in positions; (ii) common use passenger self-service check-in units; (iii) flight and baggage information displays throughout the terminals and baggage claim areas; (iv) an audio and visual paging system in the terminals; (v) ticket counter common use bag scales; and (vi) a common use phone system that is restricted to airline use only. The cost of the project was \$9,000,000 which was paid for through a Federal Aviation Administration approved Passenger Facility Charge application.

In September 2015, the Commission approved a four-year Service Agreement with SITA at a monthly cost of \$54,389, the cost of which is charged back to airlines using the system. At the request of the airlines, in September 2019, the Commission approved Amendment No. 1, a three-year renewal of the Service Agreement, which included two optional one-year extensions. Additional amendments to the Service Agreement include the following:

- Amendment No. 2 - Approved in February 2020 for the procurement of SITA’s Gate Management System. This procurement was subsequently delayed due to the onset of the COVID-19 pandemic, resuming in May 2021 and completed in November 2021.
- Amendment No. 3 – Approved in October 2021 for the CUPPS Refresh

Project. This was based on a comprehensive analysis of the condition of the CUPPS hardware and software. SITA recommended a refresh due to the increased risk of major failure due to the age of the core hardware equipment, end of service for servers and databases, and a needed system upgrade from Windows 7 to Windows 10. At the request of the airlines, this project commenced in January 2022 and was completed in July 2023.

The one-year extension recommendation from the Committee represents the second and final one-year extension option for the existing Service Agreement.

FUNDING

The proposed extension to the Service Agreement is borne and reimbursed by the Airlines serving the Airport.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to approve the proposed one-year extension of the Service Agreement with SITA for operations and maintenance of the CUPPS system and authorize the President to execute the same.



September 18, 2023

Via e-mail

Mr. Wayne Johson
SITA Information Network Computing USA, Inc.
3100 Cumberland Blvd., Suite 900
Atlanta, GA 30339

Re: Airport Solution Line Service Agreement dated September 23, 2019,
Extension Option Number 2

Dear Mr. Johnson:

I write on behalf of the Burbank-Glendale-Pasadena Airport Authority ("Authority") with reference to the September 23, 2019, Airport Solution Line Service Agreement ("Service Agreement") executed by the Authority and SITA Information Network Computing USA, Inc. ("SITA"). Pursuant to Section 2.1 of the Service Agreement, the Authority has the option to exercise two contract extensions which would extend the term for one year at a time.

This letter serves as notice at the Authority's September 18, 2023, Commission meeting, airport staff submitted a request for approval of Extension Option 2, extending the term through September 30, 2024. The Commission has authorized the second extension option at the rate of \$66,065 per month for maintenance and support services as defined in the Service Agreement.

A Change Order to the Service Agreement will follow to incorporate the rate of the contract extension. If you have any questions, please contact me at your convenience.

Sincerely,

Thomas Henderson
Director of Operations

Hollywood Burbank Airport

REVENUE PASSENGERS			July			January - July		
Signatory Airlines	2023	2022	% Change	2023	2022	% Change		
Alaska Airlines	68,140	43,693	55.95%	378,255	258,088	46.56%		
American Airlines	34,783	30,429	14.31%	256,452	194,367	31.94%		
Avelo Airlines	40,754	33,995	19.88%	202,216	212,547	-4.86%		
Delta Airlines	12,486	14,347	-12.97%	86,868	104,246	-16.67%		
Flair Airlines	0	1,857	-100.00%	0	11,182	-100.00%		
JetBlue Airways	6,707	10,164	-34.01%	46,380	82,540	-43.81%		
Southwest Airlines	330,471	373,206	-11.45%	2,146,228	2,234,019	-3.93%		
Spirit Airlines	16,420	17,237	-4.74%	110,777	63,778	73.69%		
United Airlines	23,346	18,148	28.64%	133,096	87,551	52.02%		
Non-Signatory Airlines								
Frontier Airlines	0	4,121	-100.00%	5,482	56,369	-90.27%		
Total Revenue Passengers	533,107	547,197	-2.57%	3,365,754	3,304,687	1.85%		
Inbound (deplaned)	268,495	274,215	-2.09%	1,685,232	1,653,269	1.93%		
Outbound (enplaned)	264,612	272,982	-3.07%	1,680,522	1,651,418	1.76%		

AIRCRAFT OPERATIONS			July			January - July		
	2023	2022	% Change	2023	2022	% Change		
Landings & Takeoffs								
Air Carrier	5,566	5,798	-4.00%	36,346	38,055	-4.49%		
Air Taxi	1,947	1,844	5.59%	14,863	12,909	15.14%		
General Aviation	1,984	2,261	-12.25%	12,941	15,875	-18.48%		
Military Itinerant	20	27	-25.93%	199	252	-21.03%		
Subtotal	9,517	9,930	-4.16%	64,349	67,091	-4.09%		
Pass Through BUR Airspace								
Civil Local	2,060	2,327	-11.47%	15,039	15,685	-4.12%		
Military Local		0	N/A	0	0	N/A		
Subtotal	2,060	2,327	-11.47%	15,039	15,685	-4.12%		
Total Aircraft Operations	11,577	12,257	-5.55%	79,388	82,776	-4.09%		

Air Carrier: Scheduled commercial air carrier operations; including cargo operators

Air Taxi: Smaller aviation operators such as charters, commuter carriers or on-demand operators

General Aviation: Civil aviation operations for personal use

Military Itinerant: Military aviation activities

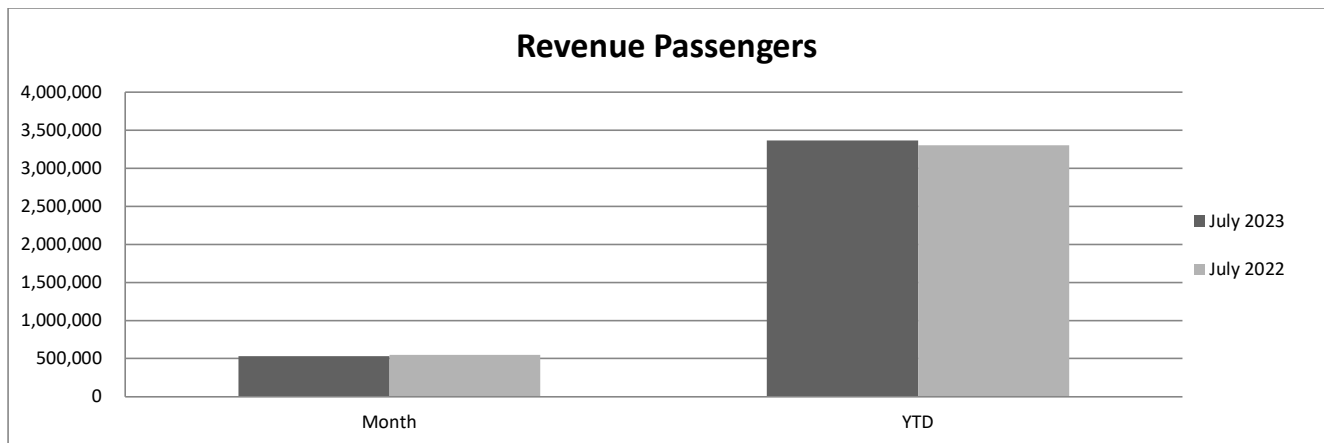
Civil Local: Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

Military Local: Military aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

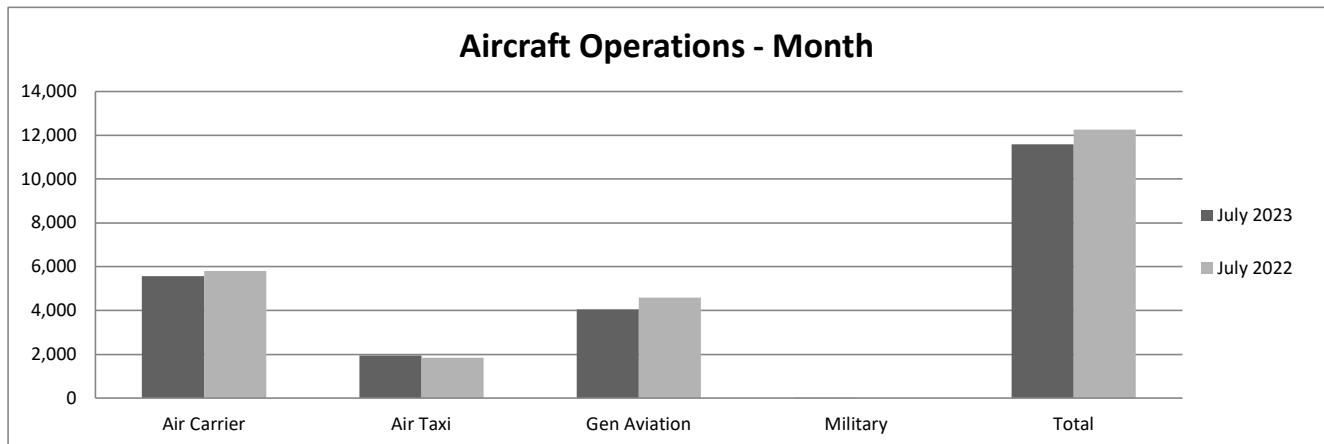
Hollywood Burbank Airport

AIR CARGO (lbs.)	July			January - July		
Signatory Airlines	2023	2022	% Change	2023	2022	% Change
Alaska Airlines	3,212	1,358	136.52%	15,364	7,907	94.31%
American Airlines	0	0	N/A	13	621	-97.91%
Avelo Airlines						
Delta Airlines						
Flair Airlines						
JetBlue Airways						
Southwest Airlines	128,720	140,226	-8.21%	658,174	1,478,560	-55.49%
Spirit Airlines						
United Airlines	0	0	N/A	172,951	0	N/A
Non-Signatory Airlines						
Frontier Airlines						
Other Scheduled Carriers						
Federal Express	2,244,655	2,507,689	-10.49%	17,837,712	24,572,411	-27.41%
United Parcel Service	3,263,717	3,386,192	-3.62%	22,531,034	26,590,153	-15.27%
Charter/Contract Carriers						
Ameriflight	147,149	163,590	-10.05%	1,048,842	1,209,447	-13.28%
Total Air Cargo	5,787,453	6,199,055	-6.64%	42,264,090	53,859,099	-21.53%
Inbound (deplaned)	3,056,680	3,149,898	-2.96%	21,523,289	27,092,274	-20.56%
Outbound (enplaned)	2,730,773	3,049,157	-10.44%	20,740,801	26,766,825	-22.51%

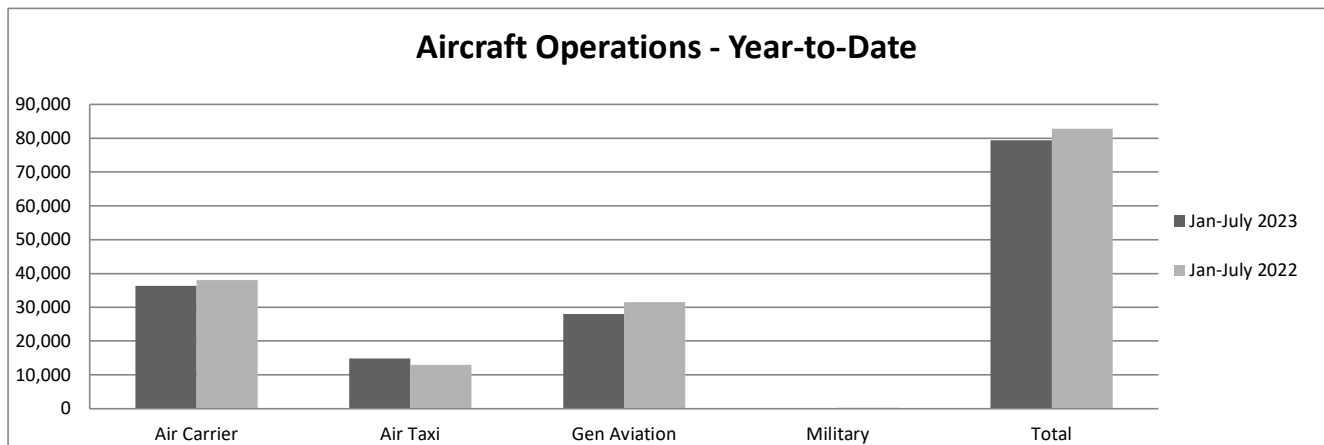
MAIL (lbs.)	July			January - July		
	2023	2022	% Change	2023	2022	% Change
	0	0	N/A	0	0	N/A
Total Mail	0	0	N/A	0	0	N/A
Inbound (deplaned)	0	0	N/A	0	0	N/A
Outbound (enplaned)	0	0	N/A	0	0	N/A



Revenue Passengers	Month	YTD
July 2023	533,107	3,365,754
July 2022	547,197	3,304,687
% Change	-2.57%	1.85%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
July 2023	5,566	1,947	4,044	20	11,577
July 2022	5,798	1,844	4,588	27	12,257
% Change	-4.00%	5.59%	-11.86%	-25.93%	-5.55%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-July 2023	36,346	14,863	27,980	199	79,388
Jan-July 2022	38,055	12,909	31,560	252	82,776
% Change	-4.49%	15.14%	-11.34%	-21.03%	-4.09%

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / SES Energy Services, LLC)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated September 18, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and SES Energy Services, LLC (“Consultant”), a Alaska limited liability corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: performance of wildlife hazard assessment and preparation of wildlife hazard management plan.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. “Airport Rules and Regulations”: July 1, 2023 Restated Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. “Commencement Date”: September 18, 2023.

C. “Contract Administrator”: Thomas Henderson or a duly authorized designee.

D. “Contract Limit”: \$127,600.00

E. “Executive Director”: Frank R. Miller or a duly authorized designee.

F. “Expiration Date”: September 18, 2024.

G. “Federal Requirements” the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.

H. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.

I. “Indemnitees”: the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

J. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

K. "Liabilities": any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

L. "Services": the tasks set forth in the attached Exhibit A.

M. "TBI": TBI Airport Management, Inc.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

C. In the event any claim is brought against the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within

10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

6. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

7. COVID-19 Exposure Notice. If Consultant learns that any Authority or TBI employee has a potential COVID-19 exposure from contact at the Airport with a qualifying individual (as defined in Labor Code Section 6409.6) employed by Consultant in the performance of the Services, then Consultant shall notify the Authority of that fact within one business day. Consultant's obligation under this section shall survive expiration or termination of this Agreement.

8. Work Product Ownership. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

9. Confidentiality. Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

10. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

11. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

12. Insurance. Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

13. Suspension. The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

14. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Thomas Henderson
E-mail: thenderson@bur.org

Consultant
SES Energy Services, LLC
3550 St. John Bluff Road South
Jacksonville, FL 32224
Attn: Kimberly D. Allerton
E-mail: kallerton@bbch-llc.com

15. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

16. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County,

California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

17. Exhibits. Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.

18. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

19. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A
Scope of Services

(attached)



ATTACHMENT A
SCOPE OF SERVICES
WILDLIFE HAZARD ASSESSMENT
HOLLYWOOD BURBANK AIRPORT

Scope of Professional Services:

The Wildlife Hazard Assessment (WHA), associated site visits, and Wildlife Hazard Management Plan (WHMP) will be conducted in accordance with 14 CFR § 139.337 and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-38, Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans.

Task 1.0 – Conduct Wildlife Hazard Assessment

The WHA will be conducted in accordance with FAA AC 150/5200-38 (Chapter 2). The assessment will contain at minimum, the number and quality of surveys as required to meet FAA-acceptable protocol. It is anticipated that surveys will span appropriate times of day, capture descriptive habitat data, food, vegetation, soil, and water-related data. Other survey considerations will include observations related to airport structures, an evaluation of airport and aircraft operations, and may incorporate other relevant data sources including but not limited to published data, previous wildlife hazard assessments conducted at the airport, university studies, federal or state studies, National Environmental Policy Act studies, radar studies, and Air Traffic Control and/or airport event logs and monitoring logs.

It is anticipated that a 12-month assessment will be required to properly document the seasonal patterns of wildlife in the airport area.

Task 1.1 - Prepare a Wildlife Hazard Assessment Report

The Final Assessment Report shall be presented in FAA-acceptable format for review, and shall contain all components listed in 14 CFR § 139.337(c):

- An analysis of the events or circumstances that prompted the assessment.

- Identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences.
- Identification and location of features on and near the airport that attract wildlife.
- A description of wildlife hazards to air carrier operations.
- Recommended actions for reducing identified wildlife hazards to air carrier operations.

Once prepared, the WHA will be submitted to the FAA for review.

Task 2.0 – Prepare Wildlife Hazard Management Plan

The new WHMP will serve as an update to the existing WHMP, first requested by the FAA in 2012 and as accepted by the FAA in 2015. The new WHMP shall be prepared in accordance with, and include all necessary components per FAA AC 150/5200-38 (Chapter 3) and 14 CFR § 139.337(f).

It is anticipated that an updated WHMP will build upon and establish continuity with the current WHMP and associated efforts taken to date, while providing refreshed analysis to include any changes that have occurred to the airport's wildlife environment, airport organization, airfield features, and planned developments since the preparation of the prior plan. The WHMP shall continue to ensure airport compliance with all pertinent laws and regulations, including but not limited to, the Endangered Species Act, the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act of 1918, and the National Environmental Policy Act.

The WHMP, once prepared, will be submitted to the FAA for review and approval, upon which the new WHMP will supersede the current WHMP in the Airport Certification Manual.

EXHIBIT B
Fee Schedule

(attached)

PROPOSAL/CONTRACT FOR SERVICES

Prepared for:
Ms. Semija Bolton
Senior Procurement Specialist
Burbank-Glendale-Pasadena Airport Authority
2627 N Hollywood Way Burbank
Burbank, California 91505

03 May 2023

RE: Hollywood Burbank Airport (BUR)
Wildlife Hazard Assessment and Wildlife Hazard Management Plan
RFQ No. OPS23-01
SES Energy Proposal No. P23076

Scope of Services - WHA

Task 1 – Review of Wildlife Strike Data and Methodology Development. SES Energy will collect past wildlife strike data from the FAA National Wildlife Strike Database and airport personnel to provide background information and/or trend history of reported strikes and wildlife hazard concerns at BUR. SES Energy will specifically analyze events or circumstances that prompted this WHA, if needed, and review the current WHMP. We will then prepare the methodology and locations used for data collection and analysis for the WHA document.

Task 2 – Initial Site Inspection. SES Energy will hold a project kick-off meeting with airport staff and other stakeholders (as determined through consultation with the Authority). These stakeholders can include airport operations and maintenance staff, airport management, Certification Inspector, military or law enforcement representatives, and tenants. The attendees of the kick-off meeting should include those stakeholders necessary to ensure that the needs and issues related to the unique conditions at BUR are adequately addressed throughout the course of the study.

Following the kick-off meeting, SES Energy and BUR staff will inspect the AOA and airport property for potential wildlife attractants and evaluate the proposed wildlife observation areas. The site visit will focus on the AOA, perimeter fencing, and any known wildlife attractants on airport property. SES Energy will consult BUR personnel regarding off-site attractants for inclusion as a monitoring station.

Task 3 – Wildlife Surveys and Data Collection.

I. Identification of potentially hazardous wildlife species

1) Fixed-Point Surveys: SES Energy biologists will conduct fixed-point surveys once a month for 12 consecutive months at 10-15 pre-determined monitoring stations. The monitoring stations will be located

along a survey circuit on the AOA and at off-site points surrounding the airport. Each survey event will consist of two dawn, midday, and dusk surveys at each monitoring station, conducted over a three-day period. The wildlife biologists will record all species observed within a five-minute interval at each monitoring station. Observations at these locations are documented using a grid system. Binoculars will be used to observe and identify species. Survey events will likely occur at the beginning or end of each month but can occur at any time.

2) General Observations: General observations will include any incidental wildlife observations made when not conducting a fixed-point survey at a monitoring station, (e.g., observations made while traveling between stations or while conducting other activities on airport property). A grid overlaid on an aerial map of BUR will be used to identify the locations of these observations and they will be included in the WHA report.

3) Nighttime Spotlight Surveys: Spotlight surveys will be conducted once a month following a fixed-point dusk survey, approximately one to two hours after sunset. Biologists will drive along service and perimeter roads on the airport property and record all wildlife observations and their locations using the grid system. The focus of the spotlight survey is within the AOA.

4) Small-mammal Transects: SES Energy biologists will establish several small-mammal trapping transects in order to monitor, via trapping, the presence or absence of small mammals on the airfield. Small-mammal transects will be surveyed twice during the 12-month assessment, once each during the spring and fall seasons.

II. Identification and location of wildlife attractants.

Habitat types, human activities, and other environmental factors influence the occurrence of potentially hazardous wildlife at BUR. To identify these wildlife attractants and their locations, SES Energy will utilize the following data sources and onsite reconnaissance:

1. Recent aerial photographs: SES Energy will review aerial photographs of BUR and the surrounding area to gain information regarding the location of onsite and nearby wetlands and surface waters, as well as the location of other potential wildlife attractants. These attractants may promote the presence and/or the movement of wildlife on or over the airfield. BUR is also located along the Pacific Flyway and is, therefore, potentially susceptible to high bird activity during times of migration.

2. Review of FAA Wildlife Strike Database: Reviewing the current wildlife strike reports at BUR will give insight into what kind of species are currently causing concerns. The FAA believes approximately 60% of all wildlife strikes are reported at commercial airports. Reporting wildlife strikes is essential to developing solutions for eliminating future hazards.

3. Observations during the fixed-point surveys: While conducting the fixed-point surveys and traveling between the monitoring stations, biologists will take note of all wetland areas, ditches, vegetation, soils, low areas of standing water on the airfield, fence breaches, trees (also towers and signage) suitable for nesting or roosting on or near the airfield, stormwater ponds, and food sources (insects, vegetation, etc.) that could potentially attract wildlife. All of the observations will be recorded.

4. General inspections of on-site and off-site areas: On-site inspections include, but are not limited to, hangars and any other buildings or structures on the airfield that may contain nesting or roosting sites and inspection of dumpsters and other waste receptacles near the public areas that may be attracting small mammals and birds. Off-site inspections will include any restaurants, golf courses, landfills, dams, areas of open water and wetlands, protected natural spaces, etc. and these areas may be noted as possible wildlife attractants near BUR in the WHA.

Task 4 – Data Input Analysis and Development of Recommendations.

SES Energy will compile the wildlife observation data from the surveys outlined above into a database for analysis. The following data analysis and/or graphic displays of analysis are included as part of the assessment document:

- Grid based wildlife data densities, seasonal densities, and if needed, species-specific density graphics;
- Tabular and/or graph formatted data summaries of the above grid-based wildlife data;
- Seasonal or daily trend analysis of wildlife observation data;
- Night Spotlight Survey data analysis; and
- Small-mammal sampling data analysis.
-

To describe the wildlife hazards to air carrier operations the following data analysis/graphic display of data will be conducted:

- Major flight corridors/operational activity compared to wildlife observation data;
- Wildlife observation data related to FAA AC 150/5200-32B Table 1 “Composite ranking and relative hazard score of 50 wildlife species” information.
- A description of potential wildlife hazards within the FAA separation criteria outlined in FAA AC 150/5200-33C. This information will include general land use designations and potential areas for wildlife attractants (for example, landfills, documented nesting sites, wildlife refuges, or protected natural areas managed for potentially hazardous wildlife):
 - 5,000 feet from the nearest AOA (piston-powered aircraft)
 - 10,000 feet from the nearest AOA (turbine-powered aircraft)
 - Five-mile range to protect approach, departure and circling airspace.

SES Energy will develop a list of recommended actions to reduce the identified wildlife attractants on or near the airport. These recommendations will be based on the site inspections, wildlife monitoring surveys, data analysis, and airport staff input gathered throughout the assessment process. Preliminary recommendations will be coordinated with airport staff prior to finalizing the document.

Task 5 – Draft and Final WHA Document - Comment Review and FAA Submittal. SES Energy will develop a Preliminary WHA and submit the document to the Authority for review and comment. SES Energy will then review any comments and discuss with airport staff. Incorporating staff comments and edits, will produce a Final Draft WHA for Authority submittal to the FAA. SES Energy will provide assistance in responding to comments or questions from the FAA and provide a Final WHA document.

The WHA document will include the following elements as outlined in Title 14 CFR 139.337:

- An analysis of the events or circumstances that prompted the assessment.
- Identification of the wildlife species observed and their numbers, locations, local movements, and daily seasonal occurrences.
- Identification and location of features on and near the airport that attract wildlife.
- A description of wildlife hazards to aircraft.
- Recommended actions for reducing identified wildlife hazards to aircraft. These recommendations will be used to update the current WHMP.

WHA Fee.....\$117,460.00

*Please see attached pricing breakdown by task.

Scope of Services – WHMP

Task 6 – Wildlife Hazard Management Plan (WHMP). SES Energy will work with the staff of BUR to develop a WHMP. The WHMP will be based on the recommendations provided in the WHA completed by SES Energy at BUR. The WHMP is a concise document that includes the following required components pursuant to the guidelines in 14 CFR 139.337 (f). BUR is a Part 139 certificated commercial airport and therefore must follow the FAA-standards outlined in 14 CFR 139.337(f). The plan must include at least the following:

- (1) A list of the individuals having authority and responsibility for implementing each aspect of the plan.
- (2) A list prioritizing the following actions identified in the wildlife hazard assessment and target dates for their initiation and completion:
 - (i) Wildlife population management;
 - (ii) Habitat modification; and
 - (iii) Land use changes.
- (3) Requirements for and, where applicable, copies of local, State, and Federal wildlife control permits.
- (4) Identification of resources that the certificate holder will provide to implement the plan.
- (5) Procedures to be followed during air carrier operations that at a minimum include:
 - (i) Designation of personnel responsible for implementing the procedures;
 - (ii) Provisions to conduct physical inspections of the aircraft movement areas and other areas critical to successfully manage known wildlife hazards before air carrier operations begin;
 - (iii) Wildlife hazard control measures; and
 - (iv) Ways to communicate effectively between personnel conducting wildlife control or observing wildlife hazards and the air traffic control tower.
- (6) Procedures to review and evaluate the wildlife hazard management plan every 12 consecutive months or following an event described in paragraphs (b)(1), (b)(2), and (b)(3) of this section, including:
 - (i) The plan's effectiveness in dealing with known wildlife hazards on and in the airport's vicinity and
 - (ii) Aspects of the wildlife hazards described in the wildlife hazard assessment that should be reevaluated.
- (7) A training program conducted by a qualified wildlife damage management biologist to provide airport personnel with the knowledge and skills needed to successfully carry out the wildlife hazard management plan.

A Draft WHMP document (digital copy) will be provided to the Authority and BUR staff for review and comment. will address airport comments and provide a Final WHMP (digital and print copies) to the Authority for submittal to the FAA and/or the California Department of Transportation (Caltrans). SES Energy will assist airport staff in addressing comments from the agencies and revise the document as necessary.

WHMP Fee.....\$10,140.00

*Please see attached pricing breakdown by task.

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates.

If this proposal, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign below and return a copy to our office as your authorization to proceed. We look forward to working with you.

TERMS ACCEPTED:

For: _____

Date: _____

By: _____

(Signature)

(Printed/Typed)

For: **SES Energy Services LLC**

Date: 26 April 2023

By: 

(Signature)

Kim Allerton

(Printed/Typed)

(AND/P23076/BUR Airport/BUR WHA 2023)



RE: Hollywood Burbank Airport (BUR)
 Wildlife Hazard Assessment and Wildlife Hazard Management Plan
 RFQ No. OPS23-01
 SES Energy Proposal No. P23076

Pricing Breakdown by Task

Hollywood Burbank Airport (BUR)

SES Energy Proposal: P23076

Tasks	Project Manager / QAWB	QAWB / Senior Ecologist	Graphics	Hours	Travel	Supplies	Cost
<i>Rate</i>	\$125	\$155.00	\$110.00		<i>Lump Sum</i>	<i>Lump Sum</i>	
TASK 1 - Review of Wildlife Strike Data/Methodology Development	60	8	16	84	\$ -	\$ -	\$10,500.00
TASK 2 - Initial Site Inspection/ Kick-off Meeting	12	12		24	\$ 1,710.00	\$ -	\$5,070.00
TASK 3 - Wildlife Surveys/Data Collection	432	72		504	\$ 6,910.00	\$ 500.00	\$72,570.00
TASK 4 - Data Input Analysis/Development of Recommendations	60	40		100	\$ -	\$ -	\$13,700.00
TASK 5 - Draft and Final WHA Document	60	24	40	124			\$15,620.00
TASK 6 - WHMP	60		24	84			\$10,140.00
Subtotal	\$85,500	\$24,180	\$8,800		\$8,620.00	\$500.00	\$127,600.00
TOTAL LUMP SUM FEE (INCLUDES EXPENSES)							\$127,600.00

EXHIBIT C
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT D
AIP Project Federal Requirements

References in this Exhibit to “Contractor” shall be deemed to refer to Consultant. Consultant shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. Access to Records and Reports

Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. Breach of Contract Terms

A. Any violation or breach of terms of this contract on the part of Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

B. The Authority will provide Consultant written notice that describes the nature of the breach and corrective actions Consultant must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Consultant until such time Consultant corrects the breach or the Authority elects to terminate the contract. The Authority’s notice will identify a specific date by which Consultant must correct the breach. The Authority may proceed with termination of the contract if Consultant fails to correct the breach by the deadline indicated in the Authority’s notice.

C. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. General Civil Rights Provisions

A. 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

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

4. Civil Rights – Title VI Assurance

A. 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:

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

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

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

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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

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

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

B. 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The 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.

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.

5. Clean Air and Water Pollution Control

A. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Consultant agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

B. Consultant must include this requirement in all subcontracts that exceed \$150,000.

6. Certification of Offeror/Bidder Regarding Debarment

A. By submitting a bid/proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. The successful offeror, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful offeror will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

C. If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

7. Disadvantaged Business Enterprises

A. Contract Assurance (49 CFR § 26.13) – The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

B. Prompt Payment (49 CFR § 26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

C. Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

1. The prime contractor must not terminate a DBE subcontractor listed in response to the Disadvantaged Business Enterprises section of the solicitation for this Agreement (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Authority. Unless the Authority's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

3. The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

4. Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

5. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days.

6. In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

8. Distracted Driving

A. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

B. In support of this initiative, the Authority encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by

distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

9. Domestic Preferences for Procurements

The offeror certifies by signing and submitting this proposal that, to the greatest extent practicable, the offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

10. Federal Fair Labor Standards Act

A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

B. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11. Certification Regarding Lobbying

A. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Consultant and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

14. Termination of Contract

A. Termination for Convenience.

1. The Authority may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

3. The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. Termination for Cause.

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a. Termination by Authority: The Authority may terminate this Agreement for cause in whole or in part, for the failure of Consultant to:

1. Perform the services within the time specified in this contract or by the Authority approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the services; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the services.

Upon receipt of the notice of termination, Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines Consultant was not in default of the Agreement, the rights and obligations of the

parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

b. Termination by Consultant: Consultant may terminate this Agreement for cause in whole or in part, if the Authority:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than 180 days due to reasons beyond the control of Consultant.

Upon receipt of a notice of termination from Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority and Consultant cannot reach mutual agreement on the termination settlement, Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority's breach of the contract.

In the event of termination due to Authority breach, Consultant is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by Consultant through the effective date of termination action. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

15. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), Consultant and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ARFF VEHICLE PURCHASE CONTRACT

THIS ARFF VEHICLE PURCHASE CONTRACT ("Contract") is dated September 18, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Oshkosh Airport Products ("Manufacturer"), a Wisconsin corporation and division of Pierce Manufacturing, Inc.

RECITALS

A. The Authority owns and operates the Hollywood Burbank Airport ("Airport") and desires to retain Manufacturer as an independent contractor to furnish, design, and deliver a Class 4 Aircraft Rescue and Fire Fighting ("ARFF") Vehicle.

B. The Authority desires to obtain from Manufacturer a fully furnished Class 4 ARFF Vehicle with the capacity to hold and deliver 1,500 usable gallons of water, a minimum of 200 gallons of 3% Aqueous Film Forming Foam ("AFFF"), 460 pounds of Halotron (clean auxiliary agent), a standard roof mounted turret, a high volume low attack ("HVLA") front bumper turret, and all other items necessary or incidental to satisfy the requirements of this Contract ("ARFF Vehicle").

C. Manufacturer is engaged in the business of designing, fabricating, and delivering ARFF vehicles and represents that it is fully qualified to perform this Contract.

NOW, THEREFORE, the parties agree as follows:

1. Manufacturer Obligations.

Manufacturer shall design, fabricate, and deliver the ARFF Vehicle to the Airport in accordance with the General Conditions (Exhibit A), Manufacturer's Bid Form (Exhibit B), the Authority's Instructions to Bidders (Exhibit C), the Technical Specifications (Exhibit D), and the General Federal Provisions (Exhibit E), each of which is attached and incorporated into this Contract by reference.

2. Payment.

A. In consideration of Manufacturer's performance of the obligations set forth in the Contract Documents, including delivery of the ARFF Vehicle to the Airport within 365 days of receipt off the Notice to Proceed, the Authority shall pay Manufacturer \$1,127,722.66 ("Contract Price") in accordance with Section 2 of the General Conditions and subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto. The Contract Price will be paid in accordance with the schedule set forth below.

B. The Authority shall pay Manufacturer ninety percent (90%) of the Contract Price upon receipt of the ARFF Vehicle at the Airport and verification of compliance with the Technical Specifications.

C. The Authority shall pay Manufacturer the remaining ten percent (10%) of the amount owed upon satisfactory completion of operator crew training. This training shall be conducted by Manufacturer on the Authority's premises.

3. Release of Claims.

The acceptance of the last payment pursuant to Section 2 of the General Conditions for work performed hereunder by Manufacturer shall be considered as a release in full of all claims against the Authority and its members, officers, agents and employees arising out of, or by reason of, this Contract.

4. Authority Remedies.

A. If Manufacturer shall fail to comply with any of the terms, conditions, provisions, or stipulations of the contract documents, then the Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

B. An extension of time for performance shall be Manufacturer's sole and exclusive remedy for any delay of any kind or nature caused by the Authority. In no event shall Manufacturer be entitled to recover from the Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

5. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Marcus Domingo
E-mail: mdomingo@bur.org

Manufacturer
Oshkosh Airport Products
1515 County Road O, Suite A

Neenah, WI 54956
Attn: John Bermingham
E-mail: jbermingham@airport.oshkoshcorp.com

6. Incorporation of Mandatory Language.

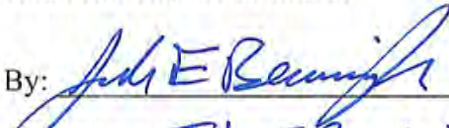
Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted and this Contract shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Contract shall promptly be amended to make such insertion or correction.

7. Entire Agreement.

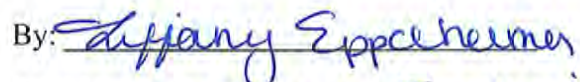
This Contract (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the ARFF Vehicle. This Contract supersedes all prior oral or written negotiations, representations and contracts related to the ARFF Vehicle. This Contract may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Contract.

TO EXECUTE THIS CONTRACT, the parties have caused their authorized representatives to sign below.

Oshkosh Airport Products

By: 
Print Name: John E. Bermingham

Title: ~~Manager~~
Business Unit Director

By: 
Print Name: Tiffany Eppelheimer

Title: ~~Manager~~
Finance Director

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

Felicia Williams President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

STATE OF WISCONSIN)
COUNTY OF WINNEBAGO)

The attached document was signed before me on August 14, 2023 by John E. Bermingham, personally known to me to be the Business Unit Director of Oshkosh Airport Products, a Division of Pierce Manufacturing and Tiffany R. Eppelheimer, personally known to me to be the Finance Director of Pierce Manufacturing.



My commission expires April 18, 2025

DUSTIN G. RADDATZ
Notary Public
State of Wisconsin

**PIERCE MANUFACTURING INC.
ASSISTANT SECRETARY'S CERTIFICATE**

I, Suzanne M. Lippold, do hereby certify that I am the duly elected and qualified Assistant Secretary of Pierce Manufacturing Inc., a Wisconsin corporation (the "Company"), and the following is a true copy of a resolution adopted by the Board of Directors of the Company. I do hereby further certify that said resolution remains in full force and effect as of the date hereof:

**RESOLUTION FOR AUTHORITY TO
EXECUTE BID BONDS, BID PROPOSALS,
PERFORMANCE BONDS AND CONTRACTS**

BE IT RESOLVED, that the following officers and employees are authorized to sign bid bonds, bid proposals, performance bonds and contracts related to such bid proposals on behalf of the Company, provided, however, that bid bonds, bid proposals, performance bonds, Powers of Attorney and contracts related to such bid proposals involving sums in excess of \$20 million shall be countersigned by any of Messrs. Pfeifer, Pack or Cortina.

John C. Pfeifer	Chief Executive Officer
James W. Johnson	Chief Operating Officer
Robert W. Schulz	President
Ignacio A. Cortina	Executive Vice President and Secretary
Michael E. Pack	Executive Vice President and Chief Financial Officer
James C. Freeders	Senior Vice President, Finance and Controller
Emma M. McTague	Senior Vice President and Chief Human Resources Officer
John S. Verich	Senior Vice President and Treasurer
Derek R. Kritzer	Segment General Counsel
Mike DuFrane	Vice President, Sales
Salim E. Hawi	Vice President, International Sales
Jay L. Junkins	Vice President, Global Operations and Supply Chain
Michael A. Kephart	Vice President, Operations
Jeffrey A. Trelka	Vice President, Finance
Michael B. Witwer	Vice President, Tax
Matthew J. Barnes	Senior Director Finance
Erin V. Orchard	Senior Director, Finance
John E. Birmingham	Business Unit Director
Daniel DeGreef	General Manager, Pierce Florida Division
Tiffany R. Eppelheimer	Director, Finance
Gary A. Stalter	Director, Finance
David J. Stoffel	Director, Sales
Steven Williamson	Director of Sales, Broadcast and Command
Kerry A. Dereszynski	Assistant Secretary
Jana C. Heft	Assistant Secretary
Suzanne M. Lippold	Assistant Secretary

FURTHER RESOLVED, that, subject to the \$20 million limit hereinabove contained, the officers listed above may designate for any bid proposal an authorized signer different from the officers listed below solely for the purpose of signing bid bonds, performance bonds, Powers of Attorney or contracts related to the bid proposal wherein such person is so designated.


Suzanne M. Lippold
Assistant Secretary

Dated: May 25, 2023

EXHIBIT A
General Conditions

**AIRCRAFT RESCUE AND FIRE FIGHTING ("ARFF") VEHICLE
HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER AF23-01**

**EXHIBIT A
GENERAL CONDITIONS**

1. SCOPE OF WORK:

This Contract is for the design, fabrication, and delivery of a Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle with a capacity of **1,500** usable gallons of water, a minimum of **200** gallons of 3% AFFF (Aqueous Film Forming Foam), **460 lbs of Halotron** (clean auxiliary agent), equipped with a standard roof mounted turret, a high volume low attack (HVLA) front bumper turret, and all other items necessary or proper for, or incidental to, the specified ARFF Vehicle in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto. The ARFF Vehicle shall be delivered to the Airport.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

- 2.1 The Authority shall pay Manufacturer ninety percent (90%) of the contract price upon receipt of the ARFF Vehicle at the Airport and verification of compliance with the specifications. The remaining ten percent (10%) of the contract price shall be paid to Manufacturer upon satisfactory completion of operator crew training to be conducted by Manufacturer at the Airport.
- 2.2 The Authority shall pay the undisputed amount of Manufacturer's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the Authority from recovering any money paid in excess of that due under the terms of this Contract.
- 2.3 Manufacturer shall be obligated to pay promptly all proper charges and costs incurred by Manufacturer for labor and materials used for the work performed hereunder. The Authority shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by Manufacturer to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Authority shall be applied toward, and shall reduce, amounts owed to Manufacturer hereunder.
- 2.4 The ARFF Vehicle shall be delivered "Free on Board (F.O.B.) Destination to Hollywood Burbank Airport, Attn: Fire Dept., 2800 Clybourn Avenue, (Hangar 35), Burbank, CA 91505; Freight Prepaid."
- 2.5 Manufacturer shall submit all invoices to: Burbank-Glendale-Pasadena Airport Authority, Attn: Chief Tom Lenahan, 2627 Hollywood Way, Burbank, California 91505.

3. COMPLIANCE WITH LAWS AND REGULATIONS:

- 3.1 Manufacturer shall perform its obligations in compliance with applicable laws. OSHA rules and regulations shall be followed at all times. The Authority shall have the right (but not the obligation) to challenge any law which in any way affects or otherwise impacts upon Manufacturer's performance of its obligations, and Manufacturer shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the Authority should reasonably request in connection with any such challenge.

GENERAL CONDITIONS (Continued)

- 3.2 Manufacturer shall obtain and keep current all licenses, permits and authorizations, required for the performance of its obligations and shall pay promptly when due all fees therefor.

4. MANUFACTURER'S LIABILITY:

Manufacturer shall be responsible for the prompt payment of any fines imposed on Authority or Manufacturer by the Transportation Security Administration ("TSA") or any other federal, state or local governmental agency as a result of Manufacturer's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of Manufacturer under this Section is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions below, and such liability shall survive the expiration or earlier termination of this Contract.

5. VEHICLE AND EQUIPMENT WARRANTY:

At no additional cost to the Authority, Manufacturer shall provide the minimum required warranties set forth below. The warranty shall cover all parts, labor, and shipping costs for the repair and replacement of any defective component(s) of the ARFF Vehicle.

Manufacturer shall guarantee that for any defective component discovered within the warranty period, upon receiving written notice from the Authority, Manufacturer shall promptly repair such defect to the Authority's satisfaction, at a date agreed to by the Authority. If Manufacturer does not complete or fails to perform repairs to the Authority's satisfaction by the deadline, the Authority will perform the repairs and Manufacturer shall be liable for all costs associated with such repair.

The warranty shall cover all parts, labor, and shipping costs for the repair and replacement of any defective component.

The warranty shall go into effect on the date the ARFF Vehicle is accepted by the Authority. All work on the ARFF Vehicle shall be guaranteed by Manufacturer against defective workmanship and materials for the minimum periods as follows:

- a. Base Vehicle – three years;
- b. Engine – five years;
- c. Transmission – five years;
- d. Suspension system – five years;
- e. Water pump – three years;
- f. Water/Foam tank – lifetime; and
- g. Equipment – one year.

6. INDEMNIFICATION AND INSURANCE:

- 6.1 To the maximum extent permitted by law, Manufacturer hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the Authority,

GENERAL CONDITIONS (Continued)

protect, indemnify, and hold harmless the Authority and its officials, officers, employees, volunteers, attorneys, agents (including those Authority agents serving as independent contractors in the role of Authority representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of Manufacturer or any of its officers, agents, attorneys, servants, employees, subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Manufacturer shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. Manufacturer shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Manufacturer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Manufacturer or the Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitee.

- 6.2 Indemnitees do not and shall not waive any rights that they may possess against Manufacturer because the acceptance by the Authority, or the deposit with the Authority, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.
- 6.3 Manufacturer, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of Manufacturer regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.
- 6.4 The provisions of this Section shall survive the expiration or termination of this Contract, are intended to be as broad and inclusive as is permitted by state law, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against Manufacturer shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.
- 6.5 **General Liability and Automobile Liability.** Manufacturer shall purchase and maintain in force, at its own cost and expense, to protect Manufacturer and the Indemnitees from and against any and all liabilities arising out of or in connection with Manufacturer's performance of this Contract:

- (1) Commercial general liability insurance with coverage of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit per occurrence, and with contractual liability coverage for Manufacturer's covenants to and indemnification of the Indemnitees, and

GENERAL CONDITIONS (Continued)

- (2) Automobile liability insurance with policy limits of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit per accident or occurrence covering each motor vehicle operated on Authority property. Manufacturer acknowledges and agrees that, if Manufacturer's employee operates a vehicle in the Authority's Aircraft Operations Area (AOA), then all such operations are within its employee's scope of employment regardless of who owns the vehicle.
- 6.5.1 Self-Insured Retention and Deductibles. Manufacturer's commercial general liability insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, unless approved by the Authority's Executive Director. Manufacturer's automobile liability insurance policies shall not be subject to a self-insured retention or deductible exceeding \$100,000, unless approved by the Authority's Executive Director. The above deductible limits may be exceeded if Manufacturer's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Manufacturer pay the deductible prior to its insurer's payment of the claim.
- 6.5.2 Additional Insured Endorsement. Manufacturer agrees and shall cause the Indemnitees to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.
- 6.5.3 **Workers' Compensation and Employer's Liability.** If Manufacturer has any employee working on Authority property, Manufacturer shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of Manufacturer's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If Manufacturer is self insured, Manufacturer shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.
- 6.5.4 **Other Insurance Requirements.** All insurance policies required by this Section shall provide that they are primary insurance as respects any other valid insurance the Indemnitees may possess, and that any other insurance the Indemnitees possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of this Section, and such policies shall be in a form satisfactory to the Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by the Authority (such as a current ACORD certificate of insurance) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon Manufacturer's execution of this Contract. Manufacturer shall provide the Authority with at least 30 days' prior written notice of any adverse material change in Manufacturer's required insurance coverage. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in Manufacturer's self-insured retention. Prior to the expiration of any such policy, Manufacturer shall file with the Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Manufacturer shall, within five days after such cancellation or reduction in coverage, file with the Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the Authority. If Manufacturer fails to obtain or have such

GENERAL CONDITIONS (Continued)

insurance reinstated, the Authority may, if it so elects, and without waiving any other remedy it may have against Manufacturer, immediately terminate this Contract upon written notice to Manufacturer. The Authority's Executive Director shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Manufacturer shall comply with all reasonable requests of the Executive Director with respect thereto.

7. PERFORMANCE BOND/LETTER OF CREDIT:

- 7.1 Prior to Authority's execution of this Contract and within 10 calendar days of receipt of a written Notice of Intent to Award, Manufacturer shall furnish to Authority a Performance Bond completed on the Authority's form provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the initial term of the Contract in a penal sum equal to **100% of the contract price**.
- 7.2 Manufacturer may elect to provide Authority, in lieu of the required Performance Bond, a letter of credit in an amount equal to **100% of the contract price**, and issued on Authority's form of irrevocable standby letter of credit ("Letter of Credit"). Manufacturer shall provide Authority with a Letter of Credit that remains in effect for at least one year after the expiration or earlier termination of the term of the Contract. If Manufacturer fails to perform any obligation required of it under this Contract including, but not limited to, providing Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Manufacturer to the Authority and to hold such funds until such time as the Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from Manufacturer. The Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to Manufacturer.
- 7.3 Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Authority under law, shall give the Authority the right to withdraw the Notice of Intent to Award, without the need for providing Manufacturer advance notice or the opportunity to cure.
- 7.4 A Performance Bond delivered to Authority in satisfaction of any requirement under this Contract must meet the following criteria:
 - 7.4.1 If the contract price is \$500,000.00 or less, then the bond shall be duly issued by an insurer or corporate surety which:
 - 7.4.1.1 Is authorized to conduct insurance business in the State of California;
 - 7.4.1.2 Currently holds a certificate of authority authorizing it to write surety bonds in the State of California; and
 - 7.4.1.3 Is otherwise in compliance with the provisions of the California Insurance Code.
 - 7.4.2 If the contract price exceeds \$500,000.00, then the bond shall be duly issued by an insurer or corporate surety which:

GENERAL CONDITIONS (Continued)

- 7.4.2.1 Is authorized to conduct insurance business in the State of California;
 - 7.4.2.2 Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. §§ 9304-9308; and
 - 7.4.2.3 Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of Best's Insurance Reports.
 - 7.4.2.4 Notwithstanding the provisions of (7.5.3.3) above, an insurer or corporate surety which is not rated by Best's Insurance Reports may be accepted by Authority, but only if approved by Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Authority's Risk Manager may deem appropriate.
- 7.5 In the event that Authority requests Manufacturer to purchase materials or as a condition to approval of a subcontractor in accordance with Section 9 of the General Conditions, the Authority shall have the right to require Manufacturer to provide a payment bond.
- 7.6 Letters of Credit shall be issued by a bank with an office located in the State of California and reasonably acceptable to the Authority's Executive Director.
- 7.7 Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be approved to issue insurance policies in the State of California, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at a "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the Authority's Executive Director may waive the requirement for the insurer to be approved by the State of California.

8. CONTRACT ADJUSTMENTS:

- 8.1 Notwithstanding any provision herein to the contrary, the Authority reserves the right to modify at any time the nature, method, scope, frequency, or timing of Manufacturer's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of Manufacturer's work hereunder. Both parties agree that, should any Contract Adjustments be made, Manufacturer's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the Authority and Manufacturer and, to the extent possible, by reference to any unit costs already established in the Bid. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 8.2 Notwithstanding the foregoing, the Authority shall have the right to terminate this Contract pursuant to the provisions of Section 10.2 herein should Manufacturer and the Authority

GENERAL CONDITIONS (Continued)

fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within 30 days after the date of the Contract Adjustment.

- 8.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Manufacturer, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

9. SUBCONTRACTORS:

- 9.1 Manufacturer shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by Authority. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, close kin, management, or employees common to Manufacturer; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the Executive Director. Goods and services provided by subcontractors which are reimbursed by the Authority must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, Manufacturer shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Manufacturer from using the services of a common carrier for delivering goods to the Authority.
- 9.2 This Contract shall be referred to and incorporated within any contractual arrangement between Manufacturer and a subcontractor and, in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section 9. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to Manufacturer. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 9.3 In the event that Manufacturer employs a subcontractor, then Authority may require that copies of invoices for all work (including invoices submitted to Manufacturer for work performed by a subcontractor) shall be submitted to the Authority by Manufacturer and the Authority shall pay all compensation to Manufacturer. It shall be the sole responsibility of Manufacturer to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Authority have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.
- 9.4 If Manufacturer has qualified as an MWBE or LDB program participant with respect to this Contract, Manufacturer may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by Manufacturer or by one or more other subcontractors that are MWBE and/or LDB certified.

10. DEFAULT AND TERMINATION:

- 10.1 In the event that:

GENERAL CONDITIONS (Continued)

- 10.1.1 Manufacturer shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to Manufacturer, but whether or not Manufacturer shall have remedied any such failure); or
- 10.1.2 Manufacturer shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to Manufacturer of a written notice of such breach or default; or
- 10.1.3 Manufacturer's occupational or business license shall terminate or Manufacturer shall fail to provide Authority with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 10.1.4 Manufacturer fails for any reason to provide the Authority with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 10.1.5 Manufacturer shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 10.1.6 Manufacturer shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 10.1.7 there is any assignment by Manufacturer of this Contract or any of Manufacturer's rights and obligations hereunder for which the Authority has not consented in writing; or
- 10.1.8 Manufacturer shall default on any other agreement entered into by and between Manufacturer and the Authority,

then, in its discretion, the Authority shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to Manufacturer. In the event that the Authority terminates this Contract for default, or Manufacturer abandons or wrongfully terminates the Contract, Manufacturer shall be paid for compensation earned to the date of termination or abandonment (but Authority shall have the right to reduce by off-set any amounts owed to Manufacturer hereunder or under any other Contract or obligation by the amount of the Authority's damages and any amounts owed by Manufacturer to Authority), but Manufacturer shall not be compensated for any profits earned or claimed after the receipt of the Authority's notice of termination by default or after abandonment or wrongful termination. The Authority's election to terminate or not to terminate this Contract in part or whole for Manufacturer's default shall in no way be construed to limit Authority's right to pursue and

GENERAL CONDITIONS (Continued)

exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 10.2 Notwithstanding anything else herein contained, the Authority may terminate this Contract in whole or in part at any time for its convenience by giving Manufacturer thirty (30) days written notice. In that event, Manufacturer shall proceed to complete any part of the work, as directed by the Authority, and shall settle all its claims and obligations under the Contract, as directed by the Authority. Manufacturer shall be compensated by the Authority in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Manufacturer be entitled to compensation for work not performed or for anticipatory profits. Manufacturer shall justify its claims, as requested by the Authority, with accurate records and data.

11. AUTHORITY'S AUTHORIZED REPRESENTATIVE:

During the term of this Contract, the Authority's Executive Director or designee may from time to time designate an individual to serve as Authority's Authorized Representative (AAR) (and an Assistant AAR designated to serve in that capacity in the absence of the AAR) who shall have such authority to act on the Authority's behalf as the Authority's Executive Director may from time to time actually delegate to such person, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

12. ASSIGNMENT:

Neither this Contract nor any of Manufacturer's rights or obligations hereunder may be assigned by Manufacturer without the Authority's prior written consent, which consent may be granted or withheld in the Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of Manufacturer is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of Manufacturer shall constitute an assignment of this Contract for purposes of this Section. In the event Manufacturer assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Authority's prior written consent, the Authority shall be entitled to terminate this Contract pursuant to the provisions of Section 10 hereof.

13. Not Used.

14. NONDISCRIMINATION:

- 14.1 During the performance of this Contract, Manufacturer, for itself, its assignees and successors in interest agrees as follows:

14.1.1 **Compliance with Regulations.** Manufacturer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (herein after referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

14.1.2 **Nondiscrimination.** Manufacturer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including

GENERAL CONDITIONS (Continued)

procurement of materials and leases of equipment. Manufacturer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

- 14.1.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive proposing or negotiation made by Manufacturer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Manufacturer of Manufacturer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 14.1.4 **Information and Reports.** Manufacturer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Authority or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Manufacturer is in the exclusive possession of another who fails or refuses to furnish this information, Manufacturer shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 14.1.5 **Sanctions for Noncompliance.** In the event of Manufacturer's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such Contract Sanctions as it or the FAA may determine to be appropriate, including but not limited to:

GENERAL CONDITIONS (Continued)

14.1.5.1 Withholding of payments to Manufacturer under the Contract until Manufacturer complies, and/or

14.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

14.1.6 **Incorporation of Provisions.** Manufacturer shall include the provisions of subsections 14.1.1 through 14.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Manufacturer shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Manufacturer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Manufacturer may request the Authority to enter into such litigation to protect the interest of the Authority and, in addition, Manufacturer may request the United States to enter into such litigation to protect the interests of the United States.

14.2 Manufacturer assures Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind Manufacturer from the period beginning with the initial solicitation through the completion of the Contract.

15. COPYING DOCUMENTS:

Manufacturer hereby grants the Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Authority with or in connection with Manufacturer's Bid or which are contained in the Contract Documents (the "Submittals"). The permission granted by Manufacturer shall be on behalf of Manufacturer and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. This provision shall survive the expiration or termination of the Contract.

16. GENERAL PROVISIONS:

16.1 The Contract Documents consist of the Contract, the Bid Forms, the Instructions to Bidders, the Request for Bids, all Addenda issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addenda to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Bid Forms, (v) the Instructions to Bidders, (vi) the Specifications, and (vii) the RFB.

16.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or

GENERAL CONDITIONS (Continued)

waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

- 16.3 Manufacturer shall, during the term of this Contract, repair any damage caused to real or personal property of the Authority and/or its tenants, wherever situated on the Airport, caused by the intentional, reckless, or negligent acts or omissions of Manufacturer's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the Authority, Manufacturer shall reimburse the Authority for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the Authority.
- 16.4 Manufacturer warrants to the Authority that no work performed or materials purchased pursuant to the Contract, whether by, from, or through Manufacturer or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the Authority, and Manufacturer shall indemnify and save the Authority harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, Manufacturer shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 16.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the Authority or Manufacturer. This Contract shall be deemed to be made, construed and performed according to the laws of the State of California. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Los Angeles County, California, and Manufacturer waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Manufacturer agrees to submit to the jurisdiction of the California courts and irrevocably agrees to accept service of process by U.S. mail.
- 16.6 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 16.7 The delay or failure of the Authority at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. Manufacturer shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 16.8 If the Authority shall, without any fault, be made a party to any litigation commenced between Manufacturer and a third party arising out of Manufacturer's operations and activities at the premises, then Manufacturer shall pay all costs and reasonable attorney's fees incurred by or imposed upon the Authority in connection with such litigation for all trial and appellate proceedings. The Authority shall give prompt notice to Manufacturer of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 6 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefor, and the expiration or earlier termination of this Contract.

GENERAL CONDITIONS (Continued)

- 16.9 The Authority shall have the right to recover from Manufacturer all of the Authority's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 16.10 Manufacturer shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the Authority. Manufacturer's and subcontractor's employees while in uniform shall not loiter in the public areas of the Airport.
- 16.11 Manufacturer shall be required, during the term of the Contract, at no additional cost to the Authority, to take such reasonable security precautions with respect to its operations at the Airport as the Authority in its discretion may from time to time prescribe. Manufacturer shall comply with all regulations, rules and policies of any governmental authority, including the Authority, relating to security issues.
- 16.12 The Authority may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Manufacturer (provided, however, that in any emergency situation the Authority shall be required to give only such notice as is reasonable in light of all the circumstances), any default by Manufacturer under this Contract; whenever the Authority so cures a default by Manufacturer, all costs and expenses incurred by the Authority in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by Manufacturer to the Authority on demand.
- 16.13 The Authority shall, in its discretion, be entitled to deduct from the compensation to which Manufacturer is otherwise entitled hereunder, an amount equal to any liabilities of Manufacturer to the Authority which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the Executive Director and it results in any extra charges to the Authority, Manufacturer shall so advise the Authority in writing of the amount of the extra charges. The Authority is not required to pay any extra charges for additional work unless such work and the charges therefor have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the Executive Director, in his or her exclusive discretion.
- 16.14 Manufacturer is an independent contractor and nothing contained herein shall be construed as making Manufacturer an employee, agent, partner or legal representative of the Authority for any purpose whatsoever. Manufacturer acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the Authority, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between Authority and Manufacturer with respect to any employee of Manufacturer or of its subcontractors.
- 16.15 Manufacturer and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Authority's Executive Director or designee. Manufacturer and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of Manufacturer and

GENERAL CONDITIONS (Continued)

subcontractors and which support the amounts reported and/or invoiced to the Authority. At a minimum, Manufacturer's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Authority be made available in Los Angeles County, California, for inspection, examination, audit and copying by Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Manufacturer and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Executive Director may require Manufacturer and subcontractors to provide other records the Executive Director, in his or her sole discretion, deems necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Manufacturer and its subcontractors agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, Manufacturer, or a third party, Manufacturer shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, Manufacturer and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from Manufacturer to the Authority, Manufacturer shall forthwith, upon written demand from the Authority, pay the Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Authority. Further if such inspection, examination or audit establishes that Manufacturer has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by Manufacturer.

- 16.16 Manufacturer and subcontractors shall prepare and provide the Authority with all detailed reports as required under the Contract on a timely basis. The Authority reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.

GENERAL CONDITIONS (Continued)

- 16.18 Time is of the essence for the performance of each of Manufacturer's obligations under
- 16.17 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
this Contract.
- 16.19 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of California or Authority holidays.
- 16.20 Manufacturer agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 16.21 Authority reserves the right to further develop, improve, repair and alter the airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Manufacturer for loss of business or damages of any nature whatsoever to Manufacturer occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.
- 16.22 Manufacturer and Authority hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 16.23 At the option of Manufacturer, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of California, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by Manufacturer to purchase products and/or services in connection with this Contract shall do so independent of the Authority or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The Authority shall have no liability to Manufacturer or any governmental agency resulting from the purchase by that agency of products and/or services from Manufacturer in connection with this Contract.

GENERAL CONDITIONS (Continued)

***** END OF GENERAL CONDITIONS *****

EXHIBIT B
Bid Form

Burbank-Glendale-Pasadena Airport Authority Aircraft Rescue and Fire Fighting (ARFF) Vehicle Hollywood Burbank Airport

Project Number AF23-01

April 14, 2023

Oshkosh Airport Products Bid Proposal Comments

We are pleased to offer our Striker® 4x4 1500-gallon Aircraft Rescue and Fire Fighting vehicle in response to your request for bids. The proposed vehicle meets the performance and construction requirements of NFPA 414, the FAA 150/5220-10E Advisory Circular and your detailed bid specifications, except as noted in the comments below.

Page D-4, Item 3.6.7.1.

Requirement: "Hose Reel. Clean agent hose, reel, and nozzle. The Vehicle shall be equipped with a side mounted swing-out hose reel equipped with min. 100 ft. of rubber. This handline shall be provided on the right side, lower front of the Vehicle, mounted in the forward side compartment, to provide deployment of the hose to the front of the Vehicle. The hose reel shall be equipped with a 12 VDC electric rewind motor with manual rewind provisions and a tension device to prevent the unreeling of the hose. Handline agent and purge controls will be mounted in or adjacent to the compartment. The manual rewind handle will be bracket mounted and stored in the compartment. All electrical components will be sealed against entry of water. A quick acting control will be provided to activate the handline from the cab of the vehicle. The nozzle shall be capable of discharging 5 lbs. per second of Halotron in accordance with the performance requirements of the A/C. Controls at the handline shall allow charging of the argon into the Halotron tank and charging of the Halotron into the handline."

Proposed: Replace with: "A Halotron I, clean agent, hose reel will be provided in the upper compartment on the right-hand side of the vehicle. The reel will include 150 feet of 1 inch rubber booster type hose and a nozzle. The hose reel will be equipped with an electric rewind motor with manual rewind provisions and hose rollers to facilitate hose deployment to the front or side of the vehicle. A tension device will be installed to prevent the hose from inadvertently unreeling. The nozzle will be capable of discharging a minimum of 5 lbs. per second of Halotron agent in accordance with the performance requirements of the FAA 150/522/10E Advisory Circular. Controls will allow charging of the Halotron I agent in the storage container and into the handline."



**AIRCRAFT RESCUE AND FIRE FIGHTING ("ARFF") VEHICLE
HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER AF23-01**

**EXHIBIT B
BID RESPONSE AND PRICE DECLARATION FORM**

All RFB Attachments requiring signature must be signed by an officer or employee of the Respondent with authority to obligate the organization. The signature represents a binding commitment upon the Respondent to provide the goods at the price offered to the Authority if the Respondent is determined to be the lowest responsive and responsible Respondent.

Respondent shall submit all required Attachments with its bid. If any of the Attachments are not included in the bid, the bid shall be deemed non-responsive.

BUSINESS ORGANIZATION STATEMENT

Oshkosh Airport Products, a Division of Pierce Manufacturing, Inc.

Business Legal Name

John E. Bermingham, Business Unit Director

Name and Title (of the individual authorized to accept the Purchase Order)

1515 County Road O, Suite A	Neenah	WI	54956
Purchase Order Mailing Address	City	State	Zip

(920) 215-5130	jbermingham@airport.oshkoshcorp.com
Telephone Number	Email

MANUFACTURER'S CERTIFICATION, IF APPLICABLE

The Respondent (specifically, the business that will be contractually bound under the contract/purchase order(s) with the Authority) will be deemed non-responsive and their bid rejected without further evaluation if they, as a business, do not meet the following qualifications:

1. Respondent must be a Manufacturer or a Dealer certified by the Manufacturer to sell the Vehicle requested in this solicitation. In the event a Dealer is submitting a bid, the Dealer must submit with its bid a current valid copy of the Manufacturer's certification that identifies the Respondent as a certified Dealer.

In the event a Manufacturer is submitting a bid, provide a brief statement indicating this bid is submitted by a Manufacturer representative.

Oshkosh Airport Products, a division of Pierce Manufacturing, Inc. is the manufacturer of the
proposed Oshkosh Striker 4x4 ARFF vehicle.

In the event a Dealer is submitting a bid, the Dealer must submit with its bid a current valid copy of the Manufacturer's certification that identifies the Respondent as a certified Dealer.

(Insert a copy of Manufacturer's certification that identifies the
Respondent as a certified Dealer below.)

Bidder Name: Oshkosh Airport Products

PROPOSED ARFF VEHICLE DESCRIPTION:

Make: Oshkosh Model: Striker 4x4

GVWR: 62,000 lbs Height: 143" Width: 120" Length: 433" Wheelbase: 219"
Loaded Excluding Mirrors

Fuel Capacity: 80 Gallons

Engine Type:

Make: Scania Model: DC16

Number of Cylinders: 8 HP: 670 CID: 16.4 Liter Fuel Type: Ultra Low Sulfur
1000 CID Diesel

Aspiration Method: Turbocharged Oil Capacity: 51 Quarts

Transmission:

Make: Allison Model: EVS 4800

Type: 7 Speed Automatic Oil Capacity: 66.5 Quarts

Tires: Front - Manufacturer: Techking Size: 24R21

Rear - Manufacturer: Techking Size: 24R21

BID QUOTE

The bid quote shall include all costs for furnishing all labor, materials, equipment, tools, incidentals, G&A, taxes, manufacturing, installation, off-loading, shipping/delivery and the specified services/work contained within Attachment D – Technical Specifications. Contractor agrees to furnish and perform the work for the prices listed below, no other additional costs will be considered. Award will be based upon Bid Schedules A and B.

➤ BID SCHEDULE A – BASE VEHICLE COST (FAA AIP FUNDED)

The "Total Cost" includes all Vehicle costs and the post-delivery Vehicle comprehensive operational training at the Airport.

Vehicle Description	Quantity	Extended Cost
Class 4 Aircraft Rescue and Fire Fighting Vehicle	1	\$ 958,465.00
California Sales Tax – 10.25% on applicable items	1	\$ 98,242.66
Bid Schedule A – Vehicle Cost <u>Total</u>:		\$1,056,707.66

➤ BID SCHEDULE B – AFTER MARKET EQUIPMENT AND INSTALLATION COST

The "Extended Cost" includes all equipment and installation costs for the equipment to be installed on the Vehicle Prior to Delivery to Airport (Ref. Attachment D, Appendix A – Additional Equipment).

Equipment and installation costs below are to be funded separately from FAA AIP. Note: Items may be adjusted or deleted. The Authority reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation.

Equipment Description	Unit of Measure	Quantity	Unit Cost	Extended Cost *note if included in base bid
1) Rechargeable flashlights – Streamlight SL45 or equal	Each	2	\$ 314.00	\$ 628.00
2) 2-1/2" Spanner & Hydrant Wrench with Bracket	Each	2	\$ 166.00	\$ 332.00
3) 6' Pike Pole	Each	1	\$ 213.00	\$ 213.00
4) 20 lb. Purple K / Class BC Fire Extinguisher	Each	1	\$ 303.00	\$ 303.00
5) 24 lb. Halotron 1 Fire Extinguisher	Each	1	\$ 1,115.00	\$ 1,115.00
6) 2.5 Gallon Pressurized AFFF Foam Fire Extinguisher	Each	1	\$ 402.00	\$ 402.00
7) 1-3/4" Double Jacket Synthetic Fire Hose	Feet	200	\$ 1,230.00	\$ 1,230.00
8) Duo Safety Aluminum Ladder	Each	1	\$ 935.00	\$ 935.00
9) A & S or equal 24' Ladder Gantry System	System	1	\$ 23,555.00	\$23,555.00

10) ICOM IC-A210 or equal Air to Ground Aviation Band Radio	Each	1	\$ 2,942.00	\$ 2,942.00
11) Setcom 1300 Headset, w. Headsets for 3 Crew Members/Exterior Pump Panel Speaker-Interfaced into Vehicle Radios	System	1	\$ 11,496.00	\$ 11,496.00
12) Engine Brake System-Jake Brake or equal	System	1	\$ 3,590.00	\$ 3,590.00
13) 12 Volt Plug-in Courtesy Outlets	Each	3	\$ Standard	\$ Included in Base
14) Windshield Sun Visors	Each	2	\$ Standard	\$ Included in Base
15) Two (2) Speed Defroster Fans	Each	2	\$ 136.00	\$ 272.00
16) Water and Foam LED Bar Graph Type or equal Tank Level Indicator Lights	Each	2	\$ 225.00	\$ 450.00
17) Two (2) Additional 2.50" Tank Fill Connection with Bleeder Valve	Each	2	\$ Required per Item 3.6.2.5	\$ Included in Base
18) Two (2) Additional 2.50" Discharge Valve with Bleeder Valve	Each	2	\$ 929.00	\$ 1,858.00
19) Discharge Pressure Gauge on Each Discharge Valve-Located on the Pump Panel Side	Each	4	\$ 101.00	\$ 404.00
20) Two (2) Work Lights on Rear of Vehicle (Switch Activated. Lights Will Automatically Activate When Vehicle Transmission is in Reverse Gear	Each	2	\$ 173.00	\$ 346.00
21) Under Truck Fire Control Nozzles	System	1	\$ 1,857.00	\$ 1,857.00
22) Ward "No Smoke 2" Diesel Vehicle Exhaust Protection System	System	1	\$ 17,044.00	\$ 17,044.00
23) Joystick Controlled Multi Position High/Low Attack Bumper Turret Boom with 375/750 Hydro Chem Nozzle	System	1	\$ Required per Item 3.6.6	\$ Included in Base
24) Motorola ASTRO XTL Digital Mobile Radio w/W7 Control Head-Radio components to be supplied by customer- Cost for installation, wiring, speakers, cables, antennas, etc.	System	1	\$ 403.00	\$ 403.00

BID SCHEDULE B TOTAL COST \$ 69,375.00

BID SCHEDULE C – AFTER MARKET EQUIPMENT AND INSTALLATION COST

All items on Bid Schedule D are not a part of the basis of award. If your unit price is inclusive of any of the following alternate items below, indicate "Yes" or "No". If it is not included, please provide the cost to add the alternate if the Authority so desires.

Equipment Description	Included in base price? Yes or No	Unit of Measure	Quantity	Unit Cost	Extended Cost
1) PVC Ribbed Compartment Liners	Yes	Each		\$	\$ Included in Base
2) Upper Compartment Shelves with Pull/Tilt (when applicable). Lower Shelves with Pull/Slide Out Mechanisms or Equal	No	Each	4	\$ 410.00	\$ 1,640.00

Bidder Name: Oshkosh Airport Products

3) LED Compartment Lighting in All Compartments-Door Activated	Yes	Each		\$	\$ Included in Base
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Signature

John E. Bermingham
Print Name

Business Unit Director
Title

April 13, 2023
Date

EXHIBIT C
Instructions to
Bidders

**AIRCRAFT RESCUE AND FIRE FIGHTING ("ARFF") VEHICLE
HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER AF23-01**

**EXHIBIT C
INSTRUCTIONS TO BIDDERS**

1. INTENT:

These Instructions to Bidders provide guidance for completion of the Bid Forms and explanation of the Contract Documents. Please read all instructions carefully.

2. GENERAL:

2.1 The ARFF Vehicle Purchase Contract (Contract), if awarded, shall not be construed to create unto the selected Bidder (Manufacturer) any exclusive rights with respect to any of the Authority's ARFF Vehicle requirements. The Authority may in its sole discretion award any additional or similar Contract to any third party.

2.2 A Bidder's bid prices shall remain firm for the duration of the term of the Contract. Any anticipated increases in Bidder's costs during the term of the Contract must be reflected in its prices set forth in its bid. The Authority shall not be obligated to renegotiate or increase any price for any work during the term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All the Bidder's overhead costs, including costs of the required bonds and insurance coverages, shall be included in such Bidder's prices listed in its bid.

2.3 Each Bidder shall provide on Page **G-4 (Bid Schedule A)**, its Total Bid Price **Without** Additional Vehicle Options, and Accessories to furnish the design, fabrication and delivery of one (1) Class 4 ARFF Vehicle, as required by the General and Technical Specifications, and Attachments. Each Bidder shall provide on Page **G-5 and G-6 (Bid Schedules B & C)** its Additional Vehicle Options, and Accessories Unit Pricing.

Note: The ARFF Vehicle must be delivered to the Authority within 365 days from issuance of the Notice to Proceed Letter.

2.4 Any bid which fails to include the price as requested on Pages **G-4, G-5 and G-6** may be deemed non-responsive.

3. RECEIPT AND OPENING OF BIDS:

Bids will be received via PlanetBids as outlined in the RFB. Prices will be made available through PlanetBids. Bids received in any other manner shall be deemed non-responsive.

4. EXAMINATION OF BID/CONTRACT DOCUMENTS:

All prospective Bidders shall thoroughly examine and become familiar with the RFB and carefully note the items which must be submitted with the bid.

These Instructions to Bidders, the RFB, the Bid Forms, the Contract, the General Conditions, and the Technical Specifications are referred to herein as the "Contract Documents." Submission of a bid shall constitute an acknowledgment that the Bidder has read and understands the Contract Documents. The

INSTRUCTIONS TO BIDDERS (Continued)

failure or neglect of a Bidder to receive or examine any Contract Document shall in no way relieve it from any obligations under its bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. PREPARATION OF BIDS:

- 5.1 Bids shall be submitted on reproduced copies of the attached Bid Forms including any revised or additional Bid Forms supplied by Addenda. If an award is made, the completed Bid Forms shall constitute a part of the Contract Documents and will be incorporated in the Contract. All blank spaces in the Bid Forms shall be filled in legibly and correctly in ink or typewritten.
- 5.2 All bids shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the bid and shall be signed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a corporation or business entity, and shall be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the Authority shall be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject bid. If the Bidder is an LLC, the Bidder shall submit with its bid its Articles of Organization or other evidence satisfactory to Authority, indicating whether the LLC is member-managed or manager-managed, and indicating that the person signing the bid is authorized to bind the LLC.
- 5.3 If the Bidder is a partnership or sole proprietorship, the Authority reserves the right to require the Bidder to submit the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.
- 5.4 If the Bidder is a corporation or other state-chartered business entity, the Authority reserves the right to require the Bidder to submit the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation. If the Bidder is a corporation, the bid shall have the corporate seal affixed and include the name of the state in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in California. If the Bidder uses a fictitious name in its bid, a copy of the Bidder's fictitious name registration shall be provided to the Authority.

6. BID SECURITY:

Each bid must be accompanied by a cash deposit, cashier's check, certified check or bidder's bond issued by a surety insurer, each of which must be made payable to the Authority and in an amount not less than 5% of the total bid submitted. Personal or company checks are not acceptable. Failure to enter into a valid contract with the Authority within 15 days after the date of delivery of the Contract Documents to the Bidder, including failure to submit all required bonds and insurance coverages, shall subject the bid security to forfeiture to the extent provided by law. No bid bond will be accepted unless it conforms substantially to the form provided in this bid solicitation package.

The bid security must be delivered to the Authority prior to the due date for bid delivery. The bid security must be submitted directly to the following address (on pg. A-3) in a clearly labeled, sealed envelope prior to the bid deadline addressed as follows:

INSTRUCTIONS TO BIDDERS (Continued)

Burbank-Glendale-Pasadena Airport Authority
Attention: Semija Bolton, Sr. Specialist, Procurement
Ref: Project No. AF-2301; Bid Security for (Bidder Name and Address)
2627 N. Hollywood Way
Burbank, CA 91505

Any bid that is electronically submitted via PlanetBids by the bid deadline will be deemed nonresponsive unless bid security for such bid has been physically delivered to the Authority by the bid deadline **April 14, 2023, at 4:00 PM.**

7. DELIVERY OF BIDS:

- 7.1 All bids shall be submitted pursuant to the terms specified in this RFB. Any bids received after the specified deadline, or in manner other than via PlanetBids, will not be considered.
- 7.2 Submission of a bid shall constitute authorization for the Authority and its representatives and agents to make such copies of the bid or portions thereof and to distribute such copies as may be necessary or desirable to carry out the Authority's objectives or requirements.

8. COMMUNICATIONS DURING BID PROCESS:

In accordance with Authority Commission Resolution No. 492, all communications during the procurement process shall be to the exclusive attention of Semija Bolton through the PlanetBids portal and violation of this prohibition shall be grounds for disqualification from consideration for the contract award. Questions posted via any other method will not be considered. Questions received after the deadline will not be addressed.

9. WITHDRAWAL OF BIDS:

No bid may be withdrawn after it is submitted unless the Bidder makes a request by letter and such request is received prior to the bid submission deadline. No bid may be withdrawn after the bid submission deadline for a period of 180 days. **To the extent permitted by law, any Bidder withdrawing or attempting to withdraw its bid prior to the expiration of the 180 day period shall be obligated to reimburse the Authority for all its costs incurred in connection with such withdrawal or attempted withdrawal including any increased costs for procuring the goods or services from another Bidder, costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of Authority's other damages. A Bidder's submission of a bid shall be deemed the Bidder's consent to the provisions of this Section.**

10. DISQUALIFICATION OF BIDDERS:

- 10.1 Any of the following causes may be considered as sufficient for the Authority's disqualification of a Bidder and the rejection of its bid:
 - 10.1.1 Submission of more than one bid for the same work, or participation in more than one bid for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. For purposes of this Section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;
 - 10.1.2 Evidence of collusion between or among Bidders;

INSTRUCTIONS TO BIDDERS (Continued)

- 10.1.3 Evidence, in the opinion of the Authority, of Bidder(s) attempting to manipulate the bid pricing for its own benefit (e.g. pricing resulting in a failure of the Authority's ability to enforce the Contract or impose the remedies intended following a breach);
- 10.1.4 Being in arrears on any of its existing contracts with the Authority or in litigation with the Authority;
- 10.1.5 Having defaulted on, or having previously been in litigation with the Authority, with respect to, a previous contract with the Authority within the prior three years;
- 10.1.6 Poor, defective or otherwise unsatisfactory performance of work for the Authority or any other party on prior projects within the past three years which, in the Authority's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
- 10.1.7 Any other cause which, in the Authority's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Bid.

11. REJECTION OF IRREGULAR BIDS:

A bid will be considered irregular and may be rejected by the Authority if it (i) is improperly executed, (ii) shows omissions, alterations of form, additions not called for, unauthorized conditions or limitations, or unauthorized alternate bids, (iii) fails to include the proper bid security (as required), contract references, other certificates, affidavits, statements, or any other information required to be included with bids, including, but not limited to, the Bidder's prices, or (iv) contains other irregularities of any kind.

12. NOTICE OF INTENT TO AWARD CONTRACT:

Unless all bids are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within one hundred and eighty (180) days from the opening of bids to the responsive and responsible Bidder submitting the lowest bid. In the event of tie bids, the Authority may accept the one it chooses. The Authority reserves the right to cancel the opportunity, or to reject any and all submissions, for any reason at its sole discretion, at any time prior to contract award.

13. RESPONSIBILITY OF BIDDERS:

- 13.1 To aid it in determining a Bidder's responsibility, the Authority reserves the right (a) to request, at its discretion and at any time, that the Bidder submit such evidence, including additional references, of the Bidder's qualifications as the Authority may deem necessary, and (b) to consider any evidence available to the Authority of the financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the Authority and others. Satisfaction of the minimum responsibility criteria below does not mean that the Bidder necessarily will be found by the Authority to be responsible.
- 13.2 All Bidders shall furnish the Authority with the company name, address, contact person, and telephone number and email address of those entities Bidder is relying on to satisfy the minimum responsibility criteria in Section 13.3 below, and of any other entities that the Bidder believes would be helpful in establishing the Bidder's responsibility. The information should be submitted through completion and submission of Attachment H – Company Profile and References, with the knowledge that the Authority will use the data for reference purposes.

INSTRUCTIONS TO BIDDERS (Continued)

13.3 For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable references for evidence:

13.3.1 that the Bidder is an individual, a firm, a corporation, or other entity that is currently engaged in the business of designing, fabricating, and delivering Aircraft Rescue and Fire Fighting Vehicles;

13.3.2 that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has been actively engaged in such business for at least the three years immediately preceding the date of Bidder's response to this Request for Bids; and

13.3.3 that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has satisfactorily provided Aircraft Rescue and Fire Fighting Vehicles of a similar design that is found in these specifications for at least three other U.S. Airports during the prior three year period;

13.4 The Authority may, in certain special circumstances and based on information provided to or learned by the Authority pursuant to Section 13.1 above, determine that a Bidder is responsible despite such Bidder's failure to satisfy all requirements of the minimum responsibility criteria above.

14. GUARANTY OF FAITHFUL PERFORMANCE:

14.1 The Manufacturer will be required to provide and keep in force throughout the term of the Contract a Performance Bond, as provided in Section 7 of the General Conditions, with a surety which meets the requirements set forth in Section 7.4 of the General Conditions, and in the form contained in these Bid Documents as Attachment F.

14.2 In lieu of any Performance Bond required by the terms of the Bid Documents, the Manufacturer may provide at its option (and subject to certain additional requirements), an irrevocable standby letter of credit ("Letter of Credit") as provided in Section 7 of the General Conditions issued by a bank which meets the requirements set forth in Section 7.6 of the General Conditions, and in the form contained in these Bid Documents within Attachment F.

14.3 The Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit contained in these Bid Documents, which must be properly executed and submitted by the Manufacturer.

15. POWER OF ATTORNEY AND COUNTERSIGNATURE:

Attorneys-in-fact who sign a bid bond and/or Performance Bond must file with such bond a certified copy of their Power of Attorney to sign such bond. The bond shall be countersigned by a California licensed agent of the surety, with proof of agency attached.

16. EXECUTION OF CONTRACT:

16.1 The Bidder to whom the Notice of Intent to Award is given shall, within 10 business days after the date of the Notice of Intent to Award, execute and/or deliver the following to the Authority: the Contract, a copy of the Bidder's valid business or occupational license, a copy of Bidder's W-9 Form, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished, and the Contract Documents executed by the Bidder, and delivered to Authority before the Contract will be executed by the Authority.

INSTRUCTIONS TO BIDDERS (Continued)

16.2 A Bidder's failure to timely fulfill its obligations under this Section 16 shall be just cause for the Authority's withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all bids may be rejected by the Authority and the Contract re-advertised. In such event, the Authority shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this Section. A Bidder's liability for failing to timely fulfill the obligations stated in this Section shall be the same as for withdrawing its Bid (see Section 9 of the Instructions to Bidders).

16.3 The Contract shall not be binding upon the Authority until it has been executed by the Authority and a copy of such fully executed Contract is delivered to the Manufacturer. The Authority reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the Authority and delivered to the Manufacturer. Accordingly, the Manufacturer is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has received from the Authority a final, fully executed copy of the Contract.

17. CALIFORNIA SALES TAX:

Purchases by Authority under this Contract are subject to California (City of Burbank) sales tax.

18. SUBCONTRACTS:

18.1 The Manufacturer's right to subcontract shall be governed by the provisions of Section 9 of the General Conditions.

18.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority.

18.3 The Manufacturer shall be fully responsible to the Authority for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Manufacturer is liable to Authority for acts and omissions of persons directly employed by it.

19. COMPLIANCE WITH LAWS:

The Manufacturer shall comply with applicable laws, including the Authority's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Manufacturer shall in no way relieve the Manufacturer from any such responsibility or liability.

20. AIRPORT SECURITY:

The Manufacturer will be required to comply with all applicable regulations of the Transportation Security Administration ("TSA") and of the Authority relating to Airport security, including those relating to access to the Aircraft Operations Area ("AOA") of the Airport, as such regulations may be in effect or changed from time to time.

21. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION PROGRAM:

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

22. INSURANCE:

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance such as the form on Page B-4. The Certificate of Insurance shall evidence the insurance coverages required by the Authority pursuant to Section 6 of the General Conditions and shall be filed with Authority

INSTRUCTIONS TO BIDDERS (Continued)

within 10 business days of the date of the Notice of Intent to Award. The Manufacturer shall provide the Authority with at least 30 calendar days prior written notice of any cancellation or modification or the limits thereunder decreased in Manufacturer's required insurance coverage.

23. BID ERRORS:

In the case of a Bidder's error in the extension or addition of Bid prices, the unit prices will govern. Forms shall contain no erasures, strike outs or corrections and must be accurate to be considered responsive.

24. PERFORMANCE STANDARD:

The standards by which the Manufacturer's performance will be evaluated are set forth in the Sample Contract (Attachment B), General Conditions (Attachment C), and Technical Specifications (Attachment D). The Manufacturer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to Authority's other remedies, in the Authority's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of Section 10 of the General Conditions.

25. EVALUATION CRITERIA OF BID:

Award, if made, will be to the responsive and responsible Bidder submitting the low bid. The responsive and responsible Bidder submitting a bid having the lowest **"Total Bid Price Including Additional Vehicle Options, and Accessories" Bid Schedules A and B** on Pages **G-4 and G-5** shall be deemed to have submitted the low bid.

26. PUBLIC RECORDS/PUBLIC MEETINGS:

Please be aware that all Airport Commission and standing committee meetings are duly noticed public meetings and all documents submitted to the Authority as a part of or in connection with a bid will be subject to disclosure under the California Public Records Act. The provisions of Section 15 of the General Conditions shall apply to all Bidders.

INSTRUCTIONS TO BIDDERS (Continued)

***** END OF INSTRUCTIONS TO BIDDERS *****

EXHIBIT D
Technical Specifications

**AIRCRAFT RESCUE AND FIRE FIGHTING (“ARFF”) VEHICLE
HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER AF23-01
EXHIBIT D TECHNICAL
SPECIFICATION**

**(Scope of Work / Technical Specifications)
Per FAA ADVISORY CIRCULAR 150/5220-10E – Dated 6/1/11**

FOR

**A MAJOR AIRPORT RESCUE AND FIREFIGHTING VEHICLE
WITH AGENT CAPACITIES OF
1500 USABLE GALLONS OF WATER
200 GALLONS OF 3% AFFF CONCENTRATE
460 POUNDS OF HALOTRON**

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APPENDIX A – ADDITIONAL EQUIPMENT

Section 1. GENERAL CHARACTERISTICS

A. DEFINITIONS.

This specification outlines the technical specification requirements for an ARFF Vehicle in accordance with the FAA Advisory Circular 150/5220-10E. Terms with meanings unique or specifically related to ARFF Vehicle design, construction, and performance requirements are contained in Appendix 1 of the Advisory Circular.

This specification is for a new and unused Class 4 (1500 gallon) ARFF Vehicle. As a minimum, vehicles offered in the bid process shall conform to the requirements set forth in the FAA Advisory Circular No. 150/5220-10E. This Advisory Circular contains the performance standards, construction, and testing for this type of vehicle. In addition, the vehicle shall meet the new performance requirements of NFPA-414 (2007) and Title 14 Code of Federal Regulations (CFR) Part 139.

In addition to the basic requirements of the referenced Advisory Circular, the following "Sponsor Election of ARFF Vehicle Subsystem Components" is made for inclusion in the vehicle price. The vehicle and all items including those listed under Table A3-1 shall be bid FOB Bob Hope Airport.

B. EXPECTED USE.

This specification covers an all-wheel drive, diesel powered, ARFF Vehicle having a mechanical foam/water system designed for extinguishing flammable and combustible liquid fuel fires. The specified Potassium bicarbonate (Purple-K) dry chemical complimentary agent system (as noted in the respective sections of this specification), is an acceptable, optional addition to the basic vehicle dictated by local operational needs. The primary function of the vehicle described in this specification is to provide an optimum level of ARFF suppression capability throughout the critical rescue and firefighting area for the lowest practical cost. Vehicles complying with this specification meet the ARFF vehicle requirements of FAR Part 139. However, it is also intended that this vehicle be suitable for other fire protection assignments at the airport.

C. FIRE SUPPRESSION CHARACTERISTICS.

This vehicle is to be designed for a degree of off-pavement mobility not normally found in highway vehicles. The vehicle payload consists principally of the minimum usable (rated capacity) quantities of water and sufficient quantity of 3% AFFF foam concentrate to support four times the water quantity.

The firefighting system used on the vehicle shall consist of water/AFFF foam and secondary agent system of potassium bicarbonate (Purple-K) dry chemical as specified later in this document.

- a. System. The AFFF foam system shall consist of the following: a tank with a useable capacity of 1500 gallons of water, a 200 gallon reservoir for AFFF, a water pump, and non-aspirating roof and bumper turrets as specified in sections 3.6.5 and 3.6.6 of this specification. Water/foam handlines with variable pattern nozzle shall also be provided.
- b. Primary Turret. The controls for the turret(s) shall be physically located to permit operation by one operator. The discharge and agent activation controls shall be operable from the driver's seat.
- c. Handlines. A minimum of two water/foam handlines are to be provided. Each handline shall be designed for manual activation by a single valve handle extension located close to the hose reel or preconnected storage area. The quick opening valve shall energize the line to the nozzle valve.
- d. Secondary Agent. 460 lb Halotron System

D. PRE-CONSTRUCTION.

Upon award of contract and before vehicle construction begins, the Manufacturer shall make arrangements to meet with Airport Fire Department representatives to review the vehicle specifications and department's expectations.

Section 2. FAA AC 150/5220-10E - TECHNICAL SPECIFICATIONS

3.4. VEHICLE PROCUREMENT SPECIFICATION, CLASS 4

PROCUREMENT SPECIFICATION

Class 4

AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE

1. **SCOPE.** This Procurement Specification (PS) covers a commercially produced diesel engine driven ARFF vehicle for an [redacted] airport. It includes a 1500 gallon water/Aqueous Film Forming Foam (AFFF) fire suppression system:

The ARFF vehicle is intended to carry rescue and fire fighting equipment for the purpose of rescuing aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

2. **CLASSIFICATION.** The ARFF vehicle(s) covered by this PS are classified in accordance with Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers, Section 315, Aircraft Rescue and Firefighting: Index Determination; Section 317, Aircraft Rescue and Firefighting: Equipment and Agents; and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles, as follows:

Airport Index	Vehicle Class	Minimum Rated Capacities (gallons/liters)
[redacted]	4	1500 gallon (5678 liter) water/AFFF solution

3. **VEHICLE CONFORMANCE/PERFORMANCE CHARACTERISTICS.** The ARFF vehicle will be in accordance with the applicable requirements of National Fire Protection Association (NFPA) 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition), and AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

3.1 General Administration Requirements.

3.1.1 **Manuals:** Technical manuals will consist of operator, service, and parts manuals. All manuals are required to be provided in hardcopy and in digital format on CDs when requested.

3.1.1.1 **Technical manuals.** The overall format for the manuals will be commercial. Each technical manual will have a title page. Line art will be used to the maximum extent possible for illustrations and parts lists. One complete set of engine and transmission parts, service and operator's manuals will be packed with each vehicle.

- a. The contractor will provide digitized manuals in CD format when requested in addition to or in place of printed paper copies.
- b. The contractor will provide two complete sets of hardcopy manuals and / or CDs when requested.

3.1.1.1.1 Operator's manual. The operator's manual will include all information required for the safe and efficient operation of the vehicle, including fire extinguishing systems, equipment, and any special attachments or auxiliary support equipment. As a minimum, the operator's manual will include the following:

- a. The location and function of all controls and instruments will be illustrated and functionally described.
- b. Safety information that is consistent with the safety standards established by the Occupational Safety and Health Administration (OSHA) and NFPA.
- c. All operational and inspection checks and adjustments in preparation for placing the vehicle into service upon receipt from the manufacturer.
- d. Tie down procedures for transport on a low-boy trailer.
- e. Warranty information and the period of the warranty coverage for the complete vehicle and for any component warranty that exceeds the warranty of the complete vehicle. Addresses and telephone numbers will be provided for all warranty providers.
- f. General description and necessary step-by-step instructions for the operation of the vehicle and its fire extinguishing system(s) and auxiliary equipment.
- g. A description of the post-operational procedures (draining, flushing, re-servicing, et cetera).
- h. Daily maintenance inspection checklists that the operator is expected to perform, including basic troubleshooting procedures.
- i. Disabled vehicle towing procedures.
- j. Procedures and equipment required for changing a tire.
- k. Schedules (hours, miles, time periods) for required preventative maintenance and required periodic maintenance.
- l. Line art drawing of the vehicle, including panoramic views (front, rear, left, and right sides) showing basic dimensions and weights (total vehicle and individual axle weight for the unloaded and fully loaded vehicle). For the purposes of this AC, "unloaded" is defined as a lack of agent, occupants and compartment load, and "loaded" is defined as including agent, occupants and compartment load.

3.1.1.1.2 Service manual. The service manual will identify all special tools and test equipment required to perform servicing, inspection, and testing. The manual will cover troubleshooting and maintenance as well as minor and major repair procedures. The text will contain performance specifications, tolerances, and fluid capacities; current, voltage, and resistance data; test procedures; and illustrations and exploded views as may be required to

permit proper maintenance by qualified vehicle mechanics. The manual will contain an alphabetical subject index as well as a table of contents. The service manual will contain at least the following, where applicable:

- a. Fire fighting system schematic(s).
- b. Hydraulic schematic.
- c. Pneumatic schematic.
- d. Electrical schematic.
- e. Winterization schematic.
- f. Fuel schematic.
- g. Schedules for required preventative maintenance and required periodic maintenance.
- h. Lubrication locations, procedures, and intervals for parts of the vehicle and equipment that require lubrication.

3.1.1.1.3 Parts identification manual. The parts manual will include illustrations or exploded views (as needed) to identify properly all parts, assemblies, subassemblies, and special equipment. All components of assemblies shown in illustrations or exploded views will be identified by reference numbers that correspond to the reference numbers in the parts lists. All purchased parts will be cross-referenced with the original equipment manufacturer's (OEM) name and part number. The parts identification manual will provide the description and quantity of each item used for each vehicle. The size, thread dimensions, torque specifications, and special characteristics will be provided for all nonstandard nuts, bolts, screws, washers, grease fittings, and similar items. The manual will contain a numerical index. The parts manual will contain a list of all of the component vendor names, addresses, and telephone numbers referenced in the parts list.

3.1.2 Painting, plating, and corrosion control.

3.1.2.1 Finish. Exterior surfaces will be prepared, primed, and painted in accordance with all of the paint manufacturer's instructions and recommendations. Vehicles will be painted and marked in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport. The interior finish of all compartments will be based on the manufacturer's standard production practice. This may include painting, texturing, coating or machine swirling as determined by the manufacturer. All bright metal and anodized parts, such as mirrors, horns, light bezels, tread plates, and roll-up compartment doors, will not be painted. All other surfaces capable of being painted must be in the appropriate yellow-green color.

3.1.2.2 Dissimilar metals. Dissimilar metals, as defined in MIL-STD-889, Dissimilar Metals, will not be in contact with each other. Metal plating or metal spraying of dissimilar base metals to provide electromotively compatible abutting surfaces is acceptable. The use of

dissimilar metals separated by suitable insulating material is permitted, except in systems where bridging of insulation materials by an electrically conductive fluid can occur.

3.1.2.3 Protection against deterioration. Materials that deteriorate when exposed to sunlight, weather, or operational conditions normally encountered during service will not be used or will have a means of protection against such deterioration that does not prevent compliance with performance requirements. Protective coatings that chip, crack, or scale with age or extremes of climatic conditions or when exposed to heat will not be used.

3.1.2.4 Reflective stripes. A minimum eight (8) inch horizontal band of high gloss white paint or white reflective tape (Retroreflective, ASTM-D 4956-09, *Standard Specification for Retroreflective Sheeting for Traffic Control*, TYPE III & above) must be applied around the vehicle's surface.

3.1.2.5 Lettering. The manufacturer will apply the airport's 'Name' and 'Insignia' (if available) in a contrasting color or by decal on both sides of the vehicle in long radius elliptical arches above and below the lettering center line. The size of the lettering will be a minimum of 2½-inches to a maximum of 6-inches. Reflective lettering is allowed if the material is the same as that which is used for the reflective stripe (as specified in AC 150/5210-5).

3.1.3 Vehicle identification plate. A permanently marked identification plate will be securely mounted at the driver's compartment. The identification plate will contain the following information:

- a. NOMENCLATURE
- b. MANUFACTURER'S MAKE AND MODEL
- c. MANUFACTURER'S SERIAL NUMBER
- d. VEHICLE CURB WEIGHT: kg (pounds)
- e. PAYLOAD, MAXIMUM: kg (pounds)
- f. GROSS VEHICLE WEIGHT (GVW): kg (pounds)
- g. FUEL CAPACITY AND TYPE: gals (gallons)
- h. DATE OF DELIVERY (month and year)
- i. WARRANTY (months and km (miles))
- j. CONTRACT NUMBER
- k. PAINT COLOR AND NUMBER

A second permanently marked information data plate will be securely mounted on the interior of the driver's compartment. The plate will contain the information required by NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition), Section 1.3.5 Vehicle

Information Data Plate. A single plate that combines or contains the information required for both plates is acceptable.

3.1.4 Environmental conditions.

3.1.4.1 Vehicle operation and storage temperature conditions will vary with geographical location. Thus, the locality temperature range can go from -40° to 110°F. Refer to NFPA 414 for vehicle winterization criteria.



3.1.5 Reduction of potential foreign object damage. All loose metal parts, such as pins, will be securely attached to the vehicle with wire ropes or chains. Removable exterior access panels, if provided, will be attached with captive fasteners.

3.1.6 Vehicle Mobility.

3.1.6.1 Operating terrain. The vehicle will be capable of operating safely on paved roads, graded gravel roads, cross country terrain, and sandy soil environments. Cross country terrain consists of open fields, broken ground, and uneven terrain. An off-road, high-mobility suspension system resulting in no more than 0.5 G_{rms} acceleration at the driver's seat of the vehicle when traversing an 8-inch (20 cm) diameter half round at 35 mph (56 kph) must be provided. The suspension design by which the manufacturer meets the suspension performance requirements is at the manufacturer's discretion.

3.1.6.2 Gradeability. The fully loaded vehicle will be able to ascend any paved slope up to and including 50-percent.

3.1.6.3 Side slope stability. The fully loaded vehicle will be stable on a 30° side slope when tested in accordance with NFPA 414.

3.1.6.4 Cornering stability. The fully loaded vehicle will be stable in accordance with NFPA 414 when tested in accordance with NFPA 414.

3.2 Weights and dimensions.

3.2.1 Overall dimensions. The maximum dimensions listed below are desirable to ensure vehicles can be accommodated in existing fire stations. Likewise, the overall dimensions should be held to a minimum that is consistent with the best operational performance of the vehicle and the design concepts needed to achieve this performance and to provide maximum maneuverability in accordance with NFPA 414.

Vehicle Capacity /Dimensions	1500 Gallon
Length (inches/cm)	433/1100
Width (inches/cm, excluding mirrors)	124/315
Height (inches/cm)	154/391

NOTE: For Airport Operator Validation: Consult AC 150/5210-15, Aircraft Rescue and Fire Fighting Station Building Design, Appendix A, to ensure vehicles measurements do not exceed existing airport fire station dimensions.

VEHICLE MEASUREMENT VALIDATION
ADO/FAA Approval: ⇨ _____

3.2.2 Angles of approach and departure. The fully loaded vehicle will have angles of approach and departure of not less than 30°.

3.2.3 Field of vision. The vehicle will have a field of vision in accordance with NFPA 414.

3.2.3.1 Mirrors. Combination flat and convex outside rearview mirrors will be installed on each side of the cab. The flat mirrors will be of the motorized remote control type, providing not less than 60° horizontal rotational viewing range. The flat mirrors will also have electrically heated heads. Mirror remote and heating controls will be located on the instrument panel within reach of the seated driver. To provide the driver a clear view of the area ahead of the vehicle and to eliminate potential blind spots, a rectangular mirror will be installed on the lower corner of each side of the windshield, having a minimum area of 35 square inches.

3.3 Chassis and vehicle components.

3.3.1 Engine. The vehicle will have a turbocharged diesel engine that is certified to comply with the Environmental Protection Agency (EPA) and state laws for off-highway emission requirements at the time of manufacture. The engine and transmission must operate efficiently and without detrimental effect to any drive train components when lubricated with standard, commercially available lubricants according to the recommendations of the engine and transmission manufacturers.

3.3.1.1 Acceleration. The fully loaded vehicle will accelerate from 0 to 50 miles per hour (mph) on a level paved road within: 25 seconds.

3.3.1.2 Maximum speed. The fully loaded vehicle will attain a minimum top speed of 70 mph on a level, paved road.

3.3.1.3 Pump and roll on a 40-percent grade. The fully loaded vehicle will be capable of pump and roll operations on a paved, dry, 40-percent grade in accordance with NFPA 414.

3.3.1.4 Altitude. Where justified, the vehicle, including the pumping system, will be designed for operation at 2,000 feet above sea level.

<u>JUSTIFICATION</u>
ADO/FAA Approval: ⇨ _____

3.3.2 Engine cooling system. The engine cooling system will be in accordance with NFPA 414. A label will be installed near the engine coolant reservoir reading "Engine Coolant Fill."

3.3.3 Fuel system. The fuel system will be in accordance with NFPA 414.

3.3.3.1 Fuel priming pump. The vehicle will be equipped with an electric or pneumatic fuel pump in addition to the mechanical fuel pump. The electric/pneumatic pump will be used as a priming pump capable of re-priming the engines fuel system.

3.3.3.2 Fuel tank. The vehicle will have one or two fuel tanks with a minimum usable capacity in accordance with NFPA 414, as amended by NFPA 414. Each tank will have a fill opening of 3 inches minimum, readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. Each tank will be located and mounted so as to provide maximum protection from damage, exhaust heat, and ground fires. If more than one tank is furnished, means will be provided to assure equalized fuel level in both tanks. An

overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Each fuel tank must be prominently labeled "Diesel Fuel Only".

3.3.4 Exhaust system. The exhaust system will be in accordance with NFPA 414. The exhaust system will be constructed of high grade rust resistant materials and protected from damage resulting from travel over rough terrain. The muffler(s) will be constructed of aluminized steel or stainless steel. Exhaust system outlet(s) will be directed upward or to the rear, away from personnel accessing equipment compartments and the engine air intake, and will not be directed toward the ground.

3.3.5 Transmission. A fully automatic transmission will be provided. The transmission will be in accordance with NFPA 414.

3.3.6 Driveline. The vehicle driveline will be in accordance with NFPA 414. If the driveline is equipped with a differential locking control, a warning/caution label will be placed in view of the driver indicating the proper differential locking/un-locking procedures. The operator's manual will also include a similar warning/caution. All moving parts requiring routine lubrication must have a means of providing for such lubrication. There must be no pressure lubrication fittings where their normal use would damage grease seals or other parts.

3.3.7 Axle capacity. Each axle will have a rated capacity, as established by the axle manufacturer, in accordance with NFPA 414.

3.3.8 Suspension. The suspension system will be in accordance with NFPA 414 and AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

3.3.9 Tires and wheels. Tires and wheels will be in accordance with NFPA 414. The vehicle will be equipped with single tires and wheels at all wheel positions. The vehicle will be equipped with tubeless steel belted radial tires with non-directional on/off-road type tread mounted on disc wheel assemblies. Tire and wheel assemblies will be identical at all positions. Tires and wheels will be certified by the manufacturer for not less than 25 miles of continuous operation at 60 mph at the normal operational inflation pressure. A spare tire and wheel assembly will be provided; however, the spare tire and wheel assembly are not required to be mounted on the vehicle. Tires will be new. Retreads, recaps, or re-grooved tires will not be permitted.

Tire bead locks, where justified, may be installed on all tires and rims.

<u>JUSTIFICATION</u>	
<p>ADO/FAA Approval: ⇨ _____</p>	

3.3.10 Towing connections. The vehicle will be equipped with towing connections in accordance with NFPA 414. The vehicle will be designed for flat towing; the capability to lift and tow the vehicle is not required. The tow connections may intrude into the 30 degree approach angle.

3.3.11 Brake system. The vehicle will be equipped with a multi-channel all-wheel antilock brake system with at least one channel for each axle. The brakes will be automatic, self-adjusting and fully air-actuated. Brakes will be in accordance with CFR 49 CFR 393.40 through 393.42(b)), 393.43, and 393.43 through 393.52. The braking system, complete with all necessary components will include:

- a. Air compressor having a capacity of not less than 16 standard cubic feet per minute (SCFM).
- b. Air storage reservoir(s), each tank equipped with drain (bleed) valves, and with safety and check valves between the compressor and the reservoir tank.
- c. Automatic moisture ejector on each air storage reservoir. Manual air tank drains are acceptable if they are labeled, are centrally located in one compartment and are accessible by an individual standing at the side of the vehicle.
- d. Automatic slack adjusters on cam brakes or internal self-adjusting brakes on wedge brakes on all axles.
- e. Spring set parking brakes.

All components of the braking system will be installed in such a manner as to provide adequate road clearance when traveling over uneven or rough terrain, including objects liable to strike and cause damage to the brake system components. No part of the braking system will extend below the bottom of wheel rims, to ensure, in case of a flat tire, that the weight of the vehicle will be supported by the rim and the flat tire and not be imposed on any component of the braking system. Slack adjusters and air chambers will be located above the bottom edge of the axle carrier.

3.3.11.1 Air dryer. A replaceable cartridge desiccant air dryer will be installed in the air brake system. The dryer will have the capability of removing not less than 95 percent of the moisture in the air being dried. The dryer will have a filter to screen out oil and solid contaminants. The dryer will have an automatic self-cleaning cycle and a thermostatically controlled heater to prevent icing of the purge valve.

3.3.11.2 Compressed air shoreline or vehicle-mounted auxiliary air compressor. A flush mounted, check valved, auto-eject compressed air shoreline connection will be provided to maintain brake system pressure while the vehicle is not running. The shoreline will be flush mounted (not to extend outside the body line), located on the exterior of the vehicle, either on the left side rear corner of the cab, or at the rear of the vehicle. In lieu of a compressed air shoreline connection, the vehicle may be equipped with a 110 volt shoreline connected vehicle-mounted auxiliary air compressor. In lieu of a compressed air shoreline connection, the vehicle may be equipped with an electrical shoreline connected vehicle mounted auxiliary air compressor.

3.3.12 Steering. The vehicle will be equipped with power steering. Rear-wheel steering technology is not an approved vehicle option.

3.3.12.1 Steering effort. The steering system performance will be in accordance with NFPA 414.

3.3.12.2 Turning diameter. The fully loaded vehicle will have a wall to wall turning diameter of less than three times the overall length of the vehicle in both directions in accordance with NFPA 414.

3.3.13 License plate bracket. A lighted license plate bracket will be provided at the left rear and left front of the vehicle. The location of the left front bracket will be placed so as not to interfere with the operation of fire fighting systems.

3.4 Cab. The vehicle will have a fully enclosed two door cab of materials which are corrosion resistant, such as aluminum, stainless steel, or glass reinforced polyester construction. Steps and handrails will be provided for all crew doors, and at least one grab handle will be provided for each crew member, located inside the cab for use while the vehicle is in motion. The lowermost step(s) will be no more than 22 inches above level ground when the vehicle is fully loaded. A tilt and telescoping steering column will be provided.

3.4.1 Windshield and windows. The windshield and windows will be of tinted safety glass. Each door window will be capable of being opened far enough to facilitate emergency occupant escape in the event of a vehicle accident. The vehicle windows will have control system.

3.4.2 Cab interior sound level. The maximum cab interior sound level will be in accordance with NFPA 414.

3.4.3 Instruments and controls. All instruments and controls will be illuminated and designed to prevent or produce windshield glare. Gauges will be provided for oil pressure, coolant temperature, and automatic transmission temperature. In addition to the instruments and controls required by NFPA 414, the following will be provided within convenient reach of the seated driver:

- a. Master warning light control switch,
- b. Work light switch(es), and
- c. Compartment "Door Open" warning light and intermittent alarm that sounds when a compartment door is open and the parking brakes are released or the transmission is in any position other than neutral.

3.4.4 Windshield deluge system. The vehicle will be equipped with a powered windshield deluge system. The deluge system will be supplied from the agent water tank and will have an independent pumping system. The deluge system activation switch will be located within reach of the seated driver and turret operator.

3.4.5 Forward Looking Infrared (FLIR). A forward looking infrared (FLIR) camera and in-cab monitor, meeting the requirements of NFPA 414, will be provided. In addition, the FLIR monitor described in NFPA 414 will have a minimum dimension of 10 in (25 cm) (measured diagonally) and be located in a position where it is visible to both the seated driver and turret operator.

3.4.6 Climate control system. The offeror/contractor's standard heater/defroster and air conditioning system will be provided. The climate control system will induct at least 60 cubic feet per minute of fresh air into the cab. Cab mounted components will be protected from inadvertent damage by personnel.

3.4.7 Seats. The driver seat will be adjustable fore and aft and for height. The turret operator's seat, located to the right front of the driver's seat, will be a fixed (non-suspension) type. Each seat will be provided with a Type 3 seat belt assembly (i.e., 3-point retractable restraint) in accordance with CFR 49 CFR 571.209. Seat belts must be of sufficient length to accommodate crew members in full Personal Protective Equipment (PPE).

3.4.7.1. Seat Options. Two types of seat options are allowed in the vehicle. A standard seat contains a hard/fixed back. For these seats, a remote-mounted bracket designed to store a Self-Contained Breathing Apparatus (SCBA) will be provided. The remote-mounted bracket for the driver and turret operator (at a minimum) must be placed inside the cab. The brackets for seat positions #3 and #4 may be placed outside of the cab if necessary. An SCBA seat, on the other hand, contains an opening which can accommodate someone wearing an SCBA. The chart below represents the user's stated preference for the vehicle seating configuration.

Position	Standard	SCBA-Seat	N/A
Driver			
Turret			
# 3			
# 4			

<u>JUSTIFICATION</u>
ADO/FAA Approval: ⇨ _____

3.4.8 Windshield wipers and washer. The vehicle will be equipped with electrically powered windshield wipers. The wiper arms and blades will be of sufficient length to clear the windshield area described by SAE J198, Windshield Wiper Systems - Trucks. Individual wiper controls will include a minimum of two speed settings and an intermittent setting. The wiper blades will automatically return to a park position, out of the line of vision. The vehicle will be equipped with a powered windshield washer system, including an electric fluid pump, a minimum one gallon fluid container, washer nozzles mounted to the wiper arms (wet arms), and a momentary switch.

3.4.9 Warning signs. Signs that state "Occupants must be seated and wearing a seat belt when apparatus is in motion" will be provided in locations that are visible from each seated position in accordance with NFPA 414."

3.4.10 Lateral accelerometer and/or stability control system. The vehicle will be equipped with a lateral accelerometer and/or an electronic stability control system in accordance with NFPA 414.

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3.5 Body, compartments, and equipment mounting.

3.5.1 Body. The vehicle will have a corrosion-resistant body.

3.5.2 Compartments. The vehicle body will have lighted compartments in accordance with NFPA 414 with a minimum of 10 cubic feet of enclosed storage space.

3.5.2.1 Compartment doors. Storage compartments will have clear anodized aluminum, counterbalanced, non-locking, roll-up or single hinged doors as determined by the manufacturer. Door latch handles on roll-up doors will be full-width bar type. Door straps will be provided to assist in closing the compartment doors when the rolled up or hinged door height exceeds six feet above the ground.

3.5.2.2 Scuffplates. Replaceable scuffplates will be provided at each compartment threshold to prevent body damage from sliding equipment in and out of the compartments. The scuffplates will be securely attached to the compartment threshold but will be easily replaceable in the event of damage.

3.5.2.3 Drip rails. Drip rails will be provided over each compartment door.

3.5.2.4 Shelves. An adjustable and removable compartment shelf will be provided for every 18 inches of each vertical storage compartment door opening. Shelving adjustments will require no more than common hand tools, and will not require disassembly of fasteners. Shelves will support a minimum of 200 pounds without permanent deformation. Each shelf will be accessible to crew members standing on the ground or using a pull out and tip-down configuration. Each shelf will have drain holes located so as to allow for drainage of any water from the stowed equipment.

3.5.2.5 Drainage mats. Each compartment floor and shelf will be covered with a removable black mat designed to allow for drainage of any water from the stowed equipment.

3.5.3 SCBA storage tubes. A single compartment or tubes for storage of four SCBA bottles will be provided. If tubes are provided, two will be installed on each side of the vehicle. The tubes will be of sufficient size to accommodate the procuring agencies SCBA cylinders.

3.5.4 Ladder, handrails, and walkways. Ladder, stepping, standing, and walking surfaces will be in accordance with NFPA 414. Handrails will be provided in accordance with NFPA 414. The lowermost step(s) or ladder rungs will be no more than 22 inches (56 cm) above level ground when the vehicle is fully loaded. The lowermost steps may extend below the angle of approach or departure or ground clearance limits if they are designed to swing clear. The tread of the bottom steps must be at least 8 inches (20 cm) in width and succeeding steps at least 16 inches (40 cm) in width. The full width of all steps must have at least 6 inches (15 cm) of unobstructed toe room or depth when measured from, and perpendicular to, the front edge of the weight-bearing surface of the step.

3.5.5 Ancillary equipment. Ancillary equipment listed in NFPA 414 A.4.2.1 (1)-(17) is not covered by this Procurement Specification in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. Ancillary equipment is funded separately by other sources.

NOTE: Equipment funding will be obtained as a separate contract under the provisions of AC 150/5210-14, Aircraft Rescue and Fire Fighting Equipment, Tools, and Clothing.

3.6 Agent system.

3.6.1 Agent (fire) pump. The vehicle will be equipped with a centrifugal pump capable of providing the performance specified herein as prescribed by NFPA 414.

3.6.1.1 Agent system piping. All piping, couplings, and valves and associated components that come into contact with the agent will be in accordance with NFPA 414.

3.6.1.2 Tank to pump connection. A check valve and shutoff valve will be provided in each tank to pump line.

3.6.1.3 Piping, couplings, and valves. All agent system piping will conform to NFPA 414 criteria.

3.6.1.4 Overheat protection. The agent system will be equipped with an overheat protection system in accordance with NFPA 414. Overheat protection is not required on vehicles utilizing a pre-mixed pressurized foam system.

3.6.1.5 Pressure relief valves. The agent system will be equipped with pressure relief valves in accordance with NFPA 414.

3.6.1.6 Drains. The agent system will be equipped with a drainage system in accordance with NFPA 414.

3.6.2 Water tank. The vehicle will have a water tank with a manufacturer certified minimum capacity of at least 1500 gallons.

3.6.2.1 Water tank construction. The water tank will be constructed of passivated stainless steel, polypropylene, or Glass Reinforced Polyester (GRP) construction. All materials used will be capable of storing water, foam concentrate, and water/AFFF solutions.

3.6.2.2 Water tank overhead fill cover and drain. The water tank will be equipped with a 20 inch fill tower. The tower will be designed to allow for video inspection of the water tank interior. The water tank will incorporate a drainage system in accordance with NFPA 414.

3.6.2.3 Water tank overflow system and venting. The water tank will incorporate a venting system to relieve pressure on the tank during fill and discharge operations at maximum flow rates. It will have an overflow system to relieve excess fluid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other vehicle components and will not be in the track of any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.2.4 Water tank top fill opening. A top fill opening of not less than 8 inches internal diameter with a readily removable ¼-inch mesh strainer will be provided. The fill opening may be incorporated as part of the manhole cover, and will be sized to accommodate a 2½-inch fill hose.

3.6.2.5 Water tank fill connections. The water tank will incorporate National Hose thread connections and will be in accordance with NFPA 414. If the vehicle is fitted with the "structural fire fighting capability option," the additional requirements listed in paragraph 3.6.8 must be incorporated.

3.6.3 Foam system. (**NOTE:** *The requirements of section 3.6.3 do not apply to pre-mixed pressurized foam systems.*)

3.6.3.1 Foam concentrate tank. The foam concentrate tank(s) will have a manufacturer certified working capacity sufficient for two tanks of water at the maximum tolerance specified in NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment for 3 to 6 percent foam concentrate (i.e., 7.0-percent).

3.6.3.1.1 Foam tank construction. The foam tank will be constructed of passivated stainless steel, polypropylene, or GRP construction. All materials used will be capable of storing foam concentrate.

3.6.3.1.2 Foam tank drain. The foam tank will incorporate a drain and drain valve. The valve will be on the left side of the vehicle and controlled by a crew member standing on the ground. The drain line will have a minimum 1½-inch I.D. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums.

3.6.3.1.3 Foam tank top fill trough. The foam tank will incorporate a top fill trough mounted in the top of the tank readily accessible to at least two crew members on top of the vehicle. The top fill trough will incorporate a cover, latch, and sealed so as to prevent spillage under any operating condition. The top fill trough will be designed to allow two standard 5-gallon foam concentrate containers to be emptied simultaneously. The top fill trough neck will extend sufficiently close to the bottom of the tank to reduce foaming to a minimum during the fill operation. The top fill trough will incorporate readily removable, rigidly constructed 10 mesh stainless steel, brass or polyethylene strainers. All components in and around the top fill trough will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2 Foam tank fill connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on _____ of the vehicle to permit filling by an external transfer hose at flow rates up to 25-gpm. The connections will be provided with chained-on long handled plugs or rocker lug plugs. The top of the connections will be no higher than 48 inches above the ground and readily accessible. The fill lines will incorporate check valves and readily removable, rigidly constructed ¼-inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2.1 Foam tank vent and overflow system. The foam tank will incorporate a vent system to relieve pressure on the tank during fill and discharge operations at maximum flow rates and an overflow system to relieve excess liquid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other vehicle components and will not be in front of or behind any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.3.3 Foam transfer pump. A foam transfer pump will be provided and mounted in a compartment on the vehicle. The pump will be capable of transferring and drawing foam liquid concentrate at adjustable flow rates up to 25-gpm directly through the pump and loading

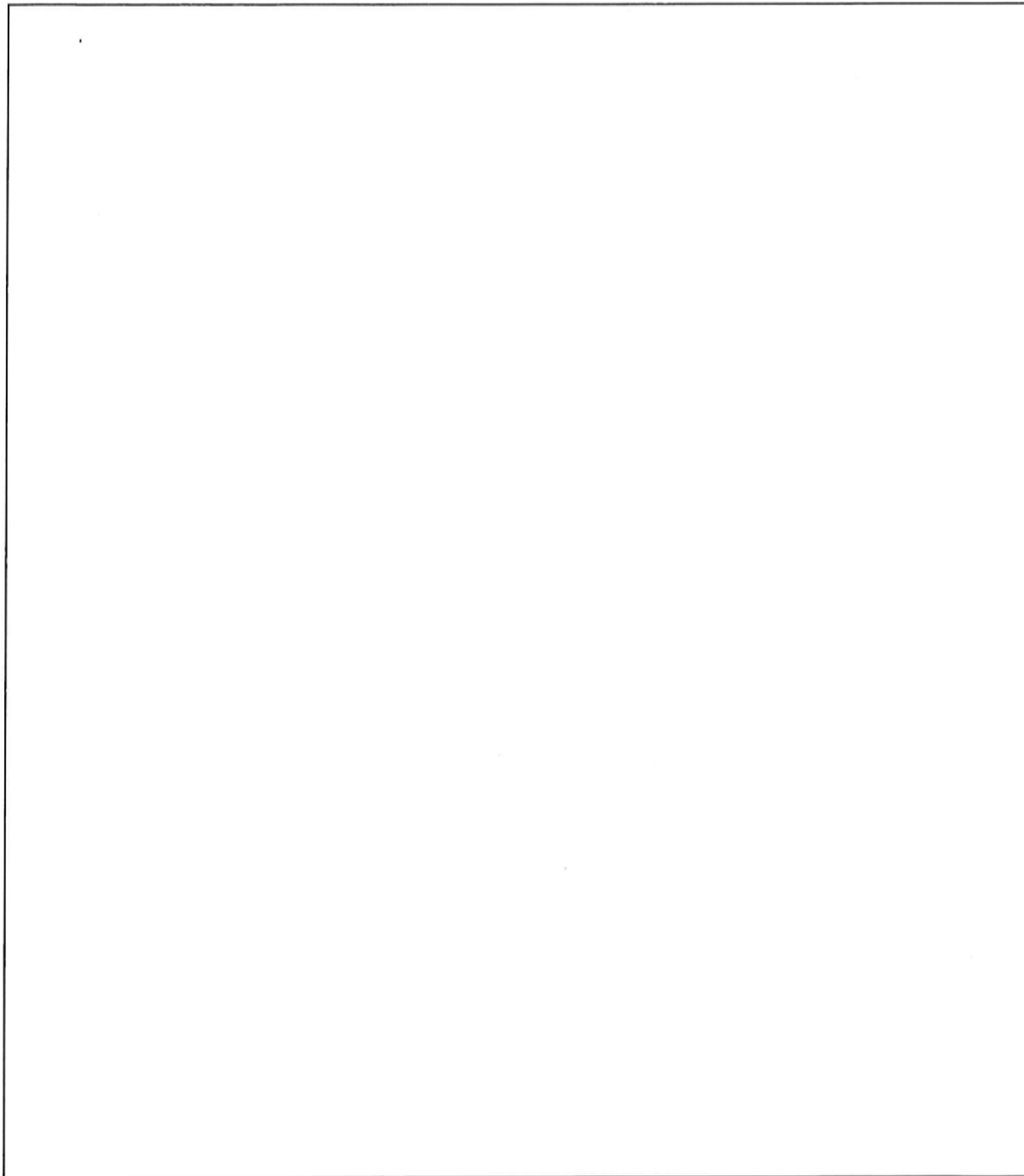
connections (see 3.6.3.2). All materials and components that come in contact with the foam will be compatible with the foam concentrate. The pump and its plumbing will have provisions for flushing with water from the water tank. A suitable length of hose with appropriate connections will be provided for filling the foam tank from an external foam storage container.

3.6.3.4 Foam flushing system. The foam concentrate system will be designed in accordance with NFPA 414 so that the system can be readily flushed with clear water.

3.6.3.5 Foam concentrate piping. All metallic surfaces of the piping and associated components that come into contact with the foam concentrate will be of brass, bronze, or passivated stainless steel. The foam concentrate piping will be in accordance with NFPA 414.

3.6.4 Foam proportioning system. The vehicle will have a foam proportioning system for Aqueous Film-Forming Foam (AFFF) (whether 3- or 6-percent foam concentrate) in accordance with NFPA 414. If a fixed orifice plate system is used, a plate will be provided for each percentage foam concentrate; the additional plate will be securely mounted in a protected location on the vehicle. A fire vehicle mechanic will be able to interchange the plates using common hand tools.

3.6.5 Primary vehicle turret. The vehicle will be equipped with a standard roof-mounted turret, high reach extendable turret, and/or high flow bumper mounted turret to serve as the primary source of agent delivery, as specified below:

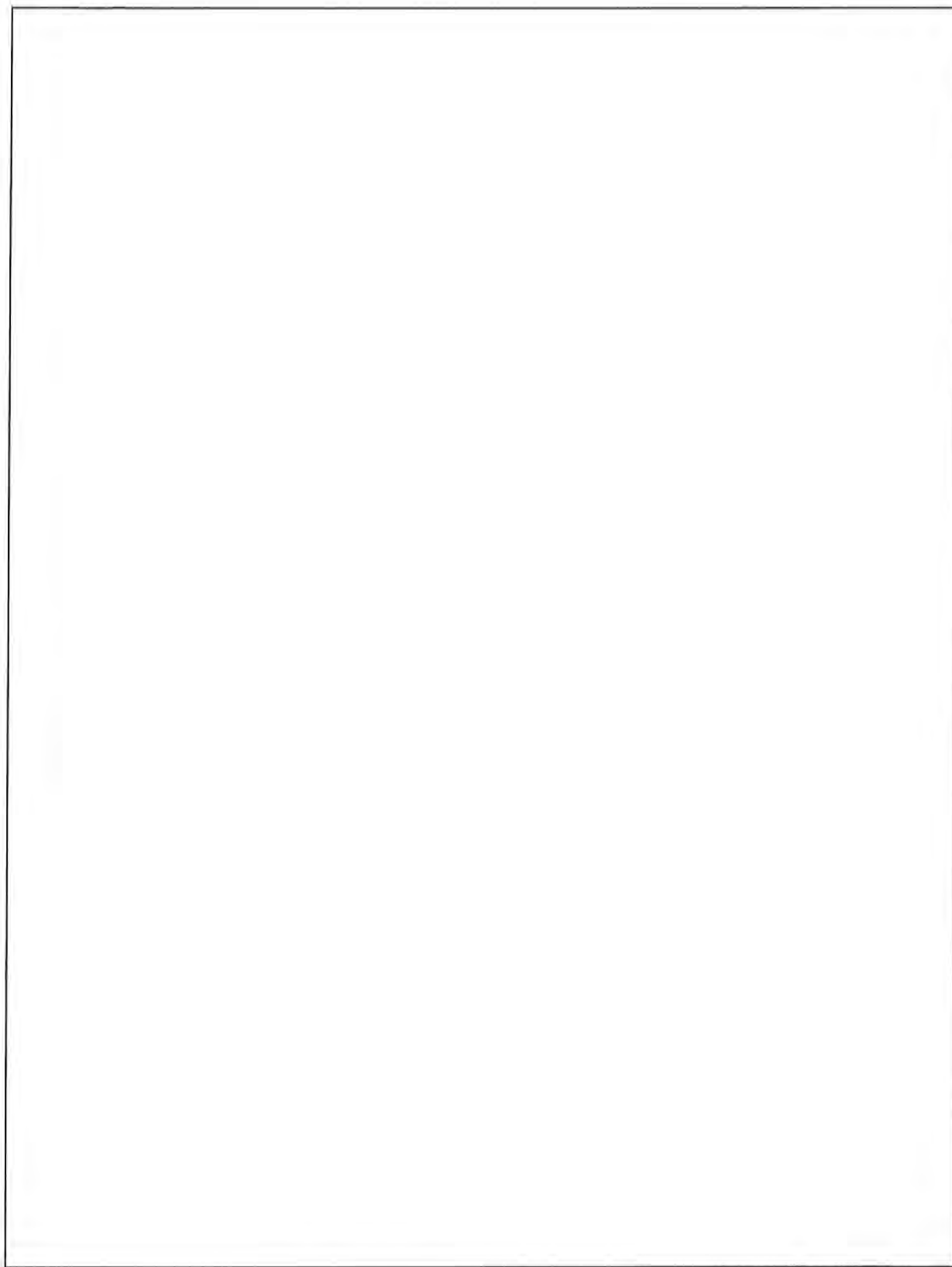


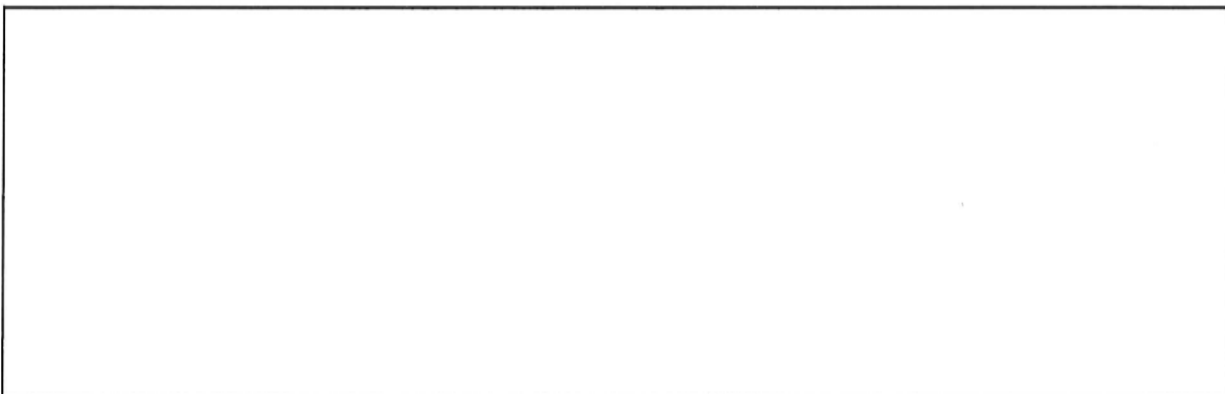
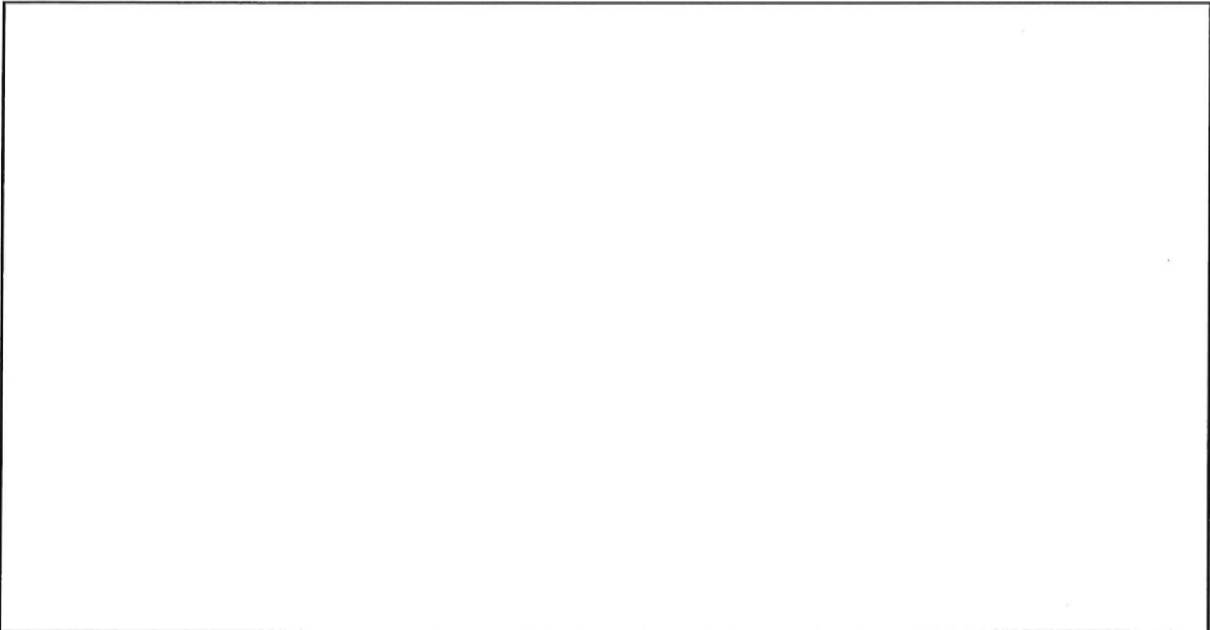
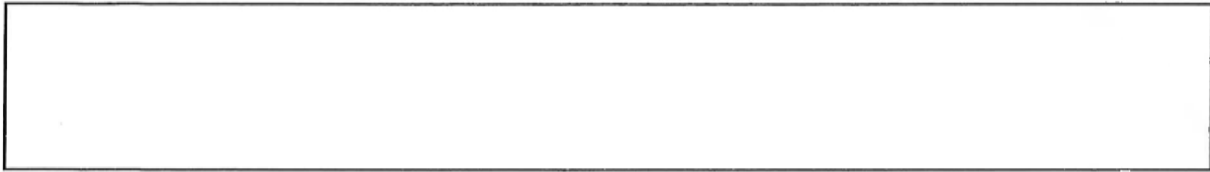
3.6.6 Bumper turret. The vehicle will be equipped with a joystick controlled, constant flow, non-air-aspirating, variable stream type:

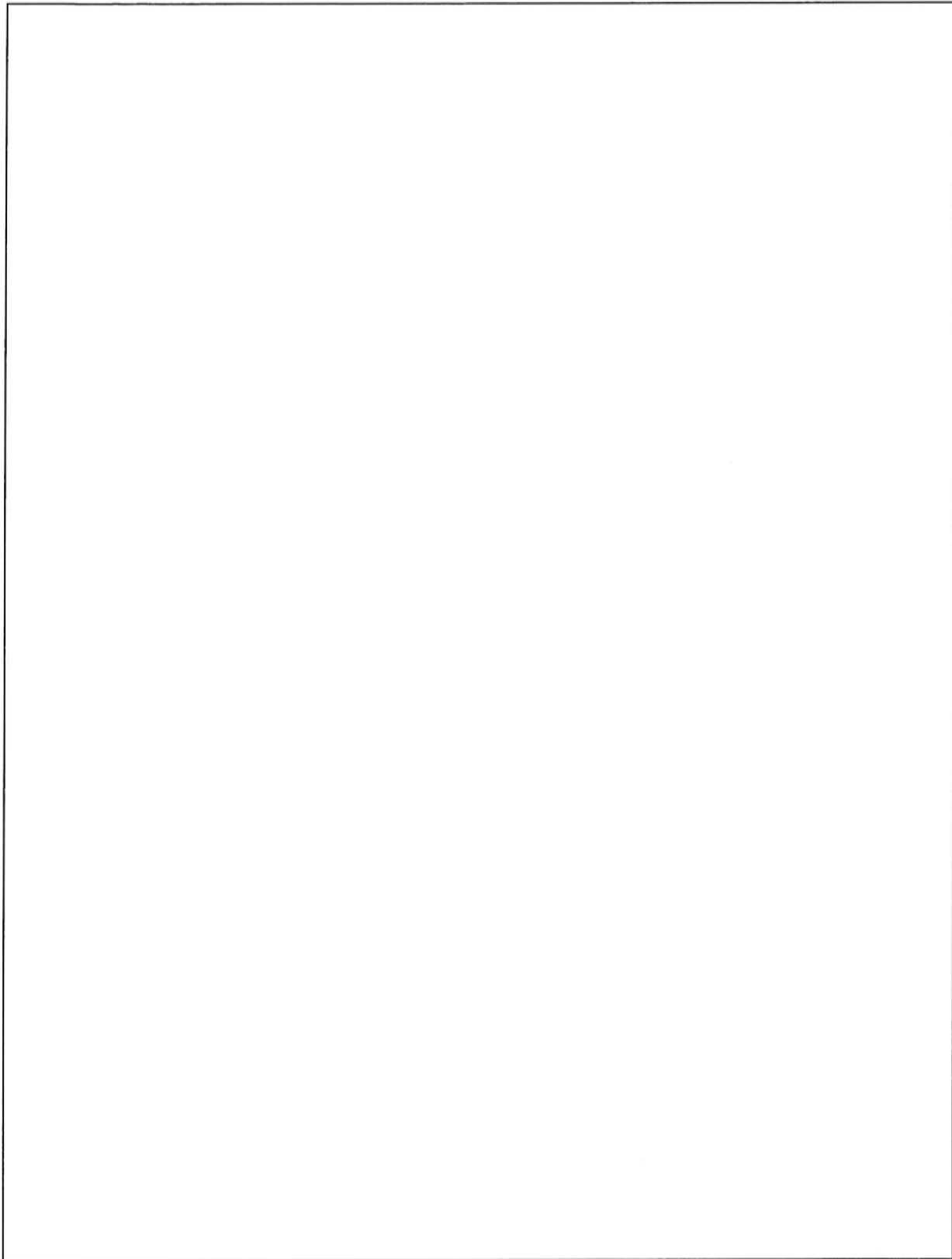
The bumper turret will be capable of discharging at a minimum flow rates of foam or water as specified by the user, with a pattern infinitely variable from straight stream to fully dispersed. The bumper turret will be capable of automatic oscillation, with the range of oscillation adjustable up to 90° each side of center (left and right) with vertical travel capabilities of +45°/-20° meeting section 4.20.2 in NFPA 414.

3.6.7 Preconnected handline(s). 200 foot, 1¼-inch pre-connected woven jacket handline(s), with a 1½-inch control valve and a pistol grip nozzle, will be located on (or accessible from) side of the vehicle. A safety system will be provided to prevent charging of the hose until the hose has been fully deployed. The handline(s) and nozzle(s) will be in accordance with NFPA 414, and will allow for a minimum of 95 gpm at 100 psi nozzle pressure. A control for charging handline will be provided for operation by both the driver and the turret operator.









3.9 Electrical systems and warning devices. The vehicle will have a 12-volt or 24-volt electrical and starting system in accordance with NFPA 414.

3.9.1 Alternator. An appropriate charging system, in accordance with NFPA 414, will be provided. The minimum continuous electrical load will include operation of the air conditioning system.

3.9.2 Batteries. Batteries will be of the maintenance-free type; addition of water will not be required during normal service life. The battery cover and vent system will be designed to prevent electrolyte loss during service and to keep the top of the battery free from electrolyte.

3.9.2.1 Battery compartment. The batteries will be enclosed in a weatherproof enclosure, cover, or compartment and be readily accessible.

3.9.3 Battery charger or conditioner. The vehicle will have a DC taper type battery charger or an automatic battery conditioner, or voltage monitoring system, providing a minimum 12 amp output. The charger/conditioner will be permanently mounted on the vehicle in a properly ventilated, accessible location. The charger/conditioner will be powered from the electrical shoreline receptacle (see 3.10.1). A charging indicator will be installed next to the receptacle. When a battery conditioner is provided, the conditioner will monitor the battery state of charge and, as necessary, automatically charge or maintain the batteries without gassing, depleting fluid level, overheating, or overcharging. A slave receptacle will be provided at the rear or on either side of the vehicle cab. Battery jump studs may be installed on the exterior of the battery box in lieu of a slave receptacle.

3.9.4 Electromagnetic interference. The vehicle electrical system will be in accordance with SAE J551-2 for electromagnetic interference.

3.9.5 Work lighting.

3.9.5.1 Cab interior lights. Cab interior light levels will be sufficient for reading maps or manuals. At least one red and one white cab interior dome light will be provided.

3.9.5.2 Compartment lights. White lighting sufficient to provide an average minimum illumination of 1.0 footcandle will be provided in each compartment greater than 4.0 cubic feet and having an opening greater than 144 square inches. Where a shelf is provided, this illumination will be provided both above and below the shelf. All compartments will be provided with weatherproof lights that are switched to automatically illuminate when compartment doors are opened and the vehicle master switch is in the 'on' position. Light switches will be of the magnetic (non-mechanical) type.

3.9.5.3 Ladder, step, walkway, and area lights. Non-glare white or amber lighting will be provided at ladders and access steps where personnel work or climb during night operations. In addition, ground lighting will be provided. Ground lights will be activated when the parking brake is set in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. These area lights will be controlled with three-way switches on the cab instrument panel and near the light sources. The switch located in the cab will be a

master switch and must be turned on before auxiliary switches near the light sources are operational.

3.9.5.4 Spot/Floodlights. Two spot/floodlights will be attached at the end of the primary turret or at the end of the HRET assembly. The lights will illuminate the area covered by the turret. Both lights will be controlled from switches in the cab. _____ lights will be used.

3.9.5.5 Flood Lights. Two _____ floodlights will be provided. One light will be mounted on the left and right sides of the vehicle. _____ lights will be used.

3.9.5.6 Scene Lights. A total of six high mounted floodlights will be provided to illuminate the work areas around the vehicle. Two lights will be mounted on the front and two will be mounted on each side of the vehicle. The lights will be powered by the vehicle alternator driven system or auxiliary generator, and the lights in the front will be controlled from switches in the cab. _____ lights will be used.

3.9.6 Audible warning devices.

3.9.6.1 Siren. The vehicle will be equipped with an electronic siren system. The amplifier unit will include volume control and selection of "Radio," "PA," "Manual," "Yelp," "Wail," and "Hi-Lo" (European) modes, and a magnetic noise canceling microphone. The amplifier, microphone, and controls will be within reach of the driver and the turret operator. Siren activating foot switches will be located in front of the driver and the turret operator. The siren speaker will be rated at 100 watts minimum and will be located in a guarded position as low and as far forward on the vehicle as practical.

3.9.6.2 Horn. Dual forward facing air horns will be installed in protected locations near the front of the vehicle. Air horn activating foot switches will be located in front of the driver and the turret operator.

3.9.7 Emergency warning lights. All emergency warning lights must meet the requirements of AC 150/5210-5. Where applicable, _____ lights will be used as the primary light type. Lighting units will be installed on the top front, sides, and rear of the vehicle to provide 360° visibility. A switch will be provided on the instrument panel to control all of the top, side, front and rear emergency warning lights. A switch will also be provided on the instrument panel to disable all lower emergency warning lights when desired. All lighting systems will meet NFPA 414 emergency lighting criteria.

3.9.7.1 Emergency warning light color. All emergency warning lights will meet the requirements of AC 150/5210-5.

3.9.7.2 Headlight flashing system. A high beam, alternating/flashing, headlight system will be provided. The headlight flasher will be separately switched from the warning light panel. All emergency warning lights will meet the requirements of AC 150/5210-5.

3.9.8 Radio circuit. The vehicle will have three separate 30 amp circuits with breakers and connections provided in a space adjacent to the driver and turret operator for installation of radios and other communications equipment after the vehicle has been delivered. To facilitate the installation of the communications equipment the manufacturer will provide three antennas pre-installed on top of the cab. ***Radios are an airport responsibility and not part of this specification.***

3.9.9 Power receptacles.

3.9.9.1 Primary power receptacles. The vehicle will have two duplex 15-amp 110-volt power receptacles, one installed adjacent to the cab door on each side of the vehicle. Each duplex receptacle will include one straight blade and one twist-lock connection. These outlets will be powered by the generator.

3.9.9.2 Auxiliary power receptacles. The vehicle will have 2-12-volt auxiliary power receptacles mounted adjacent to the driver and crew member positions, preferably in the instrument panel.



3.9.10 Auxiliary generator. A minimum kilowatt (kW) (continuous rating), 120/240-volt, 60 hertz, diesel, hydraulic, or split shaft Power Takeoff (PTO)-driven generator will be provided.

3.10 Line voltage electrical system.

3.10.1 Electrical shoreline connection. The battery charger/conditioner will be powered from a covered, polarized, insulated, labeled, recessed (flush mounted), male, 110 volt AC auto-eject receptacle. The connection will be located on the exterior of the vehicle at the rear or on either side of the cab. A weatherproof charge meter will be installed next to the receptacle. A 15 amp rated, 110-120 volt, AC straight blade (non twist-lock) connector will be provided.



3.12 Quality of Workmanship. The vehicle, including all parts and accessories, will be fabricated in a thoroughly workmanlike manner. Particular attention will be given to freedom from blemishes, burrs, defects, and sharp edges; accuracy of dimensions, radii of fillets, and marking of parts and assemblies; thoroughness of welding, brazing, soldering, riveting, and painting; alignment of parts; tightness of fasteners; et cetera. The vehicle will be thoroughly cleaned of all foreign matter.

4. REGULATORY REQUIREMENTS.

4.1 Recoverable Materials. The contractor is encouraged to use recovered materials to the maximum extent practicable, in accordance with Title 48: Federal Acquisition Regulations System, Part 2823—Environment, Conservation, Occupational Safety, and Drug-free Workplace, Subpart 2823.4 Use of Recovered Material, 403 Policy and 404 Procedures.

4.2 Green Procurement Program. Green Procurement Program (GPP) is a mandatory federal acquisition program that focuses on the purchase and use of environmentally preferable products and services. GPP requirements apply to all acquisitions using appropriated funds, including services and new requirements. FAR 23.404(b) applies and states the GPP requires 100% of EPA designated product purchase that are included in the Comprehensive Procurement Guidelines list that contains recovered materials, unless the item cannot be acquired:

- a. competitively within a reasonable timeframe;
- b. meet appropriate performance standards, or
- c. at a reasonable price.

The prime contractor is responsible for ensuring that all subcontractors comply with this requirement. Information on the GPP can be found at:

http://www.dot.gov/ost/m60/DOT_policy_letters/apl8_04.pdf or FAR 23.404(b):
http://www.acquisition.gov/far/current/html/Subpart%2023_4.html.

5. PRODUCT CONFORMANCE PROVISIONS.

5.1 Classification of inspections. The inspection requirements specified herein are classified as follows:

- a. Performance inspection (see 5.2).
- b. Conformance inspection (see 5.3).

5.2 Performance inspection. The vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The contractor will provide or arrange for all test equipment, personnel, schedule, and facilities.

5.3 Conformance inspection. The vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The contractor will provide or arrange for all test equipment, personnel, and facilities.

5.4 Product conformance. The products provided will meet the performance characteristics of this PS, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial marketplace. The purchaser reserves the right to require proof of such conformance.

5.5 Technical proposal. The offeror/contractor will provide an itemized technical proposal that describes how the proposed model complies with each characteristic of this PS; a paragraph by paragraph response to the characteristics section of this PS will be provided. The offeror/contractor will provide two copies of their commercial descriptive catalogs with their offer as supporting reference to the itemized technical proposal. The offeror/contractor will identify all modifications made to their commercial model in order to comply with the requirements herein. The vehicle furnished will comply with the "commercial item" definition of FAR 2.101 as of the date of award. The purchaser reserves the right to require the offeror/contractor to prove that their product complies with the referenced commerciality requirements and each conformance/performance characteristics of this PS.

5.6 Inspection requirements.

5.6.1 General inspection requirements. Apparatus used in conjunction with the inspections specified herein will be laboratory precision type, calibrated at proper intervals to ensure laboratory accuracy.

5.6.2 Test rejection criteria. Throughout all tests specified herein, the vehicle will be closely observed for the following conditions, which will be cause for rejection:

- a. Failure to conform to design or performance requirements specified herein or in the contractor's technical proposal.
- b. Any spillage or leakage of any liquid, including fuel, coolant, lubricant, or hydraulic fluid, under any condition, except as allowed herein.
- c. Structural failure of any component, including permanent deformation, or evidence of impending failure.
- d. Evidence of excessive wear.
- e. Interference between the vehicle components or between the vehicle, the ground, and all required obstacles, with the exception of normal contact by the tires.

- f. Misalignment of components.
- g. Evidence of undesirable roadability characteristics, including instability in handling during cornering, braking, and while traversing all required terrain.
- h. Conditions that present a safety hazard to personnel during operation, servicing, or maintenance.
- i. Overheating of the engine, transmission, or any other vehicle component.
- j. Evidence of corrosion.
- k. Failure of the fire fighting system and sub-systems.

5.6.3 Detailed inspection requirements.

5.6.3.1 Examination of product. All component manufacturers' certifications, as well as the prototype and production/operational vehicle testing outlined in Table 1, will be examined to verify compliance with the requirements herein. Attention will be given to materials, workmanship, dimensions, surface finishes, protective coatings and sealants and their application, welding, fastening, and markings. Proper operation of vehicle functions will be verified as defined by NFPA 414, Acceptance Criteria chapter. A copy of the vehicle manufacturer's certifications will be provided with each vehicle in accordance with NFPA 414. The airport may accept a manufacturer or third party certification for any/all prototype and production/operational vehicle testing performed prior to delivery which proves that the vehicle meets the performance parameters of NFPA 414.

Table 1. Vehicle Test Data

<i>NFPA 414 paragraph</i>	<i>Test</i>
Production Vehicle Operational Tests (NFPA 414 - Section 6.4)	
(6.4.1)	Vehicle Testing, Side Slope
(6.4.2)	Weight / Weight Distribution
(6.4.3)	Acceleration. NOTE: <i>With the modification that the instrumentation must be a GPS-based electronic data collection system.</i>
(6.4.4)	Top Speed
(6.4.5)	Brake Operational Test
(6.4.6)	Air System / Air Compressor Test
(6.4.7)	Agent Discharge Pumping Test
(6.4.8)	Dual Pumping System Test (As Applicable)
(6.4.9)	Pump and Maneuver Test
(6.4.10)	Hydrostatic Pressure Test
(6.4.11)	Foam Concentration Test
(6.4.12)	Primary Turret Flow Rate Test
(6.4.13)	Piercing/Penetration Nozzle Testing (As Applicable)
Prototype Vehicle Tests (NFPA 414 – Section 6.3)	
(6.3.1)	Rated Water and Foam Tank Capacity Test
(6.3.2)	Cornering Stability. NOTE: <i>With the modification that the evasive maneuver / double-lane change test must be conducted at 35 mph (56 kph).</i>

NFPA 414 paragraph	Test
(6.3.3)	Vehicle Dimensions
(6.3.4)	Driver Vision Measurement
(6.3.5)	Pump and Roll on a 40 Percent Grade
(6.3.6)	Electrical Charging System
(6.3.7)	Radio Suppression
(6.3.8)	Gradability Test
(6.3.9)	Body and Chassis Flexibility Test
(6.3.10)	Service/Emergency Brake Test
(6.3.11)	Service/Emergency Brake Grade Holding Test
(6.3.12)	Steering Control Test
(6.3.13)	Vehicle Clearance Circle Test
(6.3.14)	Agent Pump(s)/Tank Vent Discharge Test
(6.3.15)	Water Tank Fill and Overflow Test
(6.3.16)	Flushing System Test
(6.3.17)	Primary Turret Flow Rate Test
(6.3.18)	Primary Turret Pattern Test
(6.3.19)	Primary Turret Control Force Measurement
(6.3.20)	Primary Turret Articulation Test
(6.3.21)	Handline Nozzle Flow Rate Test
(6.3.22)	Handline Nozzle Pattern Test
(6.3.23)	Ground Sweep/Bumper Turret Flow Rate Test
(6.3.24)	Ground Sweep/Bumper Turret Pattern Control Test
(6.3.25)	Undertruck Nozzle Test
(6.3.26)	Foam Concentration/Foam Quality Test
(6.3.27)	Warning Siren Test
(6.3.28)	Propellant Gas
(6.3.29)	Pressure Regulation
(6.3.30)	AFFF Premix Piping and Valves
(6.3.31)	Pressurized Agent Purging and Venting
(6.3.32)	Complementary Agent Handline Flow Rate and Range
(6.3.33)	Dry Chemical Turret Flow Rate and Range
(6.3.34)	Cab Interior Noise Test

6. PACKAGING.

6.1 Preservation, packing, and marking will be as specified in the Procurement Specification, contract or delivery order.

6.2 The vehicle must be delivered with full operational quantities of lubricants, brake and hydraulic fluids, and cooling system fluid all of which must be suitable for use in the temperature range expected at the airport.

6.3 The vehicle must be delivered with one complete load of firefighting agents and propellants. One complete load is defined as all of the agents and propellants necessary for the

vehicle to be fully operational. One load would include, at a minimum: one fill of a foam tank; one fill of a dry chemical tank (if applicable); one fill of a halogenated tank (if applicable); one spare nitrogen cylinder for a dry chemical system (if applicable); and one spare argon cylinder for a halogenated system (if applicable). Agents and propellants for required testing or training are not included. For the initial training period, water should be used in place of other extinguishing agents. The manufacturer may pre-ship agents and propellants to a receiving airport to reduce overall procurement costs.

6.4. The vehicle manufacturer must provide initial adjustments to the vehicle for operational readiness and mount any ancillary appliances purchased through the vehicle manufacturer as part of the vehicle.

7. TRAINING.

7.1 Upon delivery of the vehicle to the airport, the manufacturer must, at no additional cost, provide the services of a qualified technician for five consecutive days (or up to 8 days for an high reach extendable turret) for training. This is considered sufficient time for the purchaser to adjust shift work schedules to get maximum employee attendance to training sessions at some point during the training period. During this time sufficient repetitive learning opportunities must be provided by the manufacturer to allow various shifts to complete the training requirements.

7.2 The technician must provide thorough instruction in the use, operation, maintenance and testing of the vehicle. This setup must include operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all fire fighting and vehicle operating systems. Prior to leaving the vehicle, the technician should review the maintenance instructions with the purchaser's personnel to acquaint them with maintenance procedures as well as how to obtain support service for the vehicle.

7.3 Training must include written operating instructions, electronic training aids (videos/power point), or other graphics that depict the step-by-step operation of the vehicle. Written instructions must include materials that can be used to train subsequent new operators.

8. REFERENCED DOCUMENTS.

8.1 Source of documents.

8.1.1 The CFR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402.

Title 14, Code of Federal Regulations (CFR), Part 139, Certification of Airports (14 CFR Part 139)

Section 139.315 Aircraft Rescue and Firefighting: Index Determination.

Section 139.317 Aircraft Rescue and Firefighting: Equipment and Agents.

Section 139.319 Aircraft Rescue and Firefighting: Operational Requirements.

Title 49; Code of Federal Regulations (CFR), Part 393: Parts and Accessories Necessary for Safe Operation: Subpart C—Brakes.

Title 49; Code of Federal Regulations (CFR), Part 571, Motor Carrier Vehicle Safety Standards, Part 209, Standard No. 209; Seat Belt Assemblies

8.1.2 SAE documents may be obtained from SAE, Inc., 400 Commonwealth Drive, Warrendale PA 15096.

8.1.3 National Fire Protection Association (NFPA): NFPA documents may be obtained from NFPA, Batterymarch Park, Quincy MA 02269-9101.

NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment (2009 Edition)

NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition)

NFPA 1901, Standard for Automotive Fire Apparatus (2009 Edition)

8.1.4 Federal Aviation Administration (FAA): FAA ACs may be obtained from the FAA website: http://www.faa.gov/regulations_policies/advisory_circulars/

AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles

AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport

FAA Orders, Specifications, and Drawings may be obtained from: Federal Aviation Administration, ATO-W CM-NAS Documentation, Control Center, 800 Independence Avenue, SW, Washington, DC 20591. Telephone: (202) 548-5256, FAX: (202) 548-5501 and website: http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/cm_documentation/



Print Class 4 Specification

Section 3. Technical Specifications - CLARIFICATION VEHICLE

CONFORMANCE / PERFORMANCE CHARACTERISTICS

Note: Section descriptions/titles in the lines below correlate to the section lines in AC 150/5220-10E Advisory Circular specifications for a Class 4 Aircraft Rescue Fire Fighting (ARFF) Vehicle

3.1 General Administration Requirements

3.1.1 Manuals. Technical manuals (2 hard copies) will consist of operator, service, and parts manuals. All manuals are required to be provided in hardcopy and in digital format on CD's upon delivery

3.1.1.1 Technical Manuals. The overall format for the manuals will be commercial. Each technical manual will have a title page. Line art will be used to the maximum extent possible for illustrations and parts lists. One complete set of engine and transmission parts, service and operators' manuals will be packed with each vehicle.

- a. The Manufacturer will provide digitized manuals in CD format in addition to printed paper copies.
- b. The Manufacturer will provide two complete sets

3.1.1.1.1 Operator's Manual. The Vehicle operator's manual will include all information required for the safe and efficient operation of the Vehicle, including fire extinguishing systems, associated systems/equipment, and any special attachments or auxiliary support equipment. As a minimum, the operator's manual will include the following:

- a. The location and function of all controls and instruments will be illustrated and functionally described;
- b. Safety information that is consistent with the safety standards established by the Occupational Safety and Health Administration (OSHA) and NFPA.
- c. All operational and inspection checks and adjustments in preparation for placing the Vehicle into service upon receipt from the manufacturer; and
- d. Tie down procedures for transporting the Vehicle on a low-boy trailer.
- e. Warranty information and the period of the warranty coverage for the Equipment and Vehicle including any associated system/component warranty that exceeds the warranty of the Vehicle. Addresses and telephone numbers will be provided for all warranty providers. The warranty statement shall include the following:
 - 1) Manufacturer's obligations;
 - 2) Duration of warranty period;

- 3) Warranty procedure;
- 4) Disclaimers; and
- 5) Minimum Warranty Vehicle and Equipment Warranty, above.

f. General description and necessary step-by-step instructions for the operation of the Vehicle to include but not limited to, the fire extinguishing system(s) and auxiliary equipment.

g. A description of the post-operational procedures (draining, flushing, re-servicing, etc.).

h. Daily maintenance inspection checklists that the operator is expected to perform, including basic troubleshooting procedures.

i. Disabled Vehicle towing procedures.

j. Procedures and equipment required for changing a tire (including jack).

k. Schedules (hours, miles, time periods) for required preventative maintenance and required periodic maintenance.

l. Line art drawing of the Vehicle, including panoramic views (front, rear, left, and right sides) showing basic dimensions and weights (total Vehicle and individual axle weight for the unloaded and fully loaded Vehicle). For the purposes of this AC, "unloaded" is defined as a lack of agent, occupants and compartment load, and "loaded" is defined as including agent, occupants and compartment load.

3.1.1.1.2 Vehicle Service Manual. The Vehicle service manual will identify all special tools and test equipment required to perform servicing, inspection, and testing on the Vehicle. Such manual will cover troubleshooting and maintenance as well as minor and major repair procedures.

The text will contain performance specifications, tolerances, and fluid capacities; current, voltage, and resistance data; test procedures; and illustrations and exploded views as may be required to permit proper maintenance by qualified Vehicle mechanics. The manual will contain an alphabetical subject index as well as a table of contents. The service manual will contain at least the following, where applicable:

- a. Firefighting system schematic(s);
- b. Hydraulic schematic;
- c. Pneumatic schematic;
- d. Electrical schematic;

- e. Not applicable;
- f. Fuel schematic;
- g. Schedules for required preventative maintenance and required periodic maintenance; and
- h. Lubrication locations, procedures, and intervals for parts of the Vehicle and associated systems/equipment that require lubrication.

3.1.1.1.3 Vehicle Parts Identification Manual. The Vehicle parts manuals will include illustrations or exploded views (as needed) to identify properly all parts, assemblies, subassemblies, and special equipment. All components of assemblies shown in illustrations or exploded views will be identified by reference numbers that correspond to the reference numbers in the parts lists. All purchased parts will be cross-referenced with the original equipment manufacturers (OEM) name and part number. Such manual will provide the description and quantity of each item used for the Vehicle.

The size, thread dimensions, torque specifications, and special characteristics will be provided for all nonstandard nuts, bolts, screws, washers, grease fittings, and similar items. Such manuals will contain a numerical index and shall contain a list of all of the component vendor names, addresses, and telephone numbers referenced in the parts list.

3.1.2 Vehicle Painting, plating, and corrosion control.

3.1.2.1 Finish. Exterior surfaces will be prepared, primed, and painted in accordance with all of the paint manufacturer's instructions and recommendations. Vehicles will be painted and marked in accordance with AC 150/5210-5D, painting, marking, and lighting of Vehicles used on an airport. The interior finish of all compartments will be based on the manufacturer's standard production practice. This may include painting, texturing, coating or machine swirling as determined by the manufacturer. All bright metal and anodized parts, such as mirrors, horns, light bezels, tread plates, and roll-up compartment doors, will not be painted. All other surfaces capable of being painted must be in the appropriate yellow-green color.

3.1.2.2 Dissimilar metals. Dissimilar metals, as defined in MIL-STD-889, Dissimilar Metals, will not be in contact with each other. Metal plating or metal spraying of dissimilar base metals to provide electromotively compatible abutting surfaces is acceptable. The use of dissimilar metals separated by suitable insulating material is permitted, except in systems where bridging of insulation materials by an electrically conductive fluid can occur.

3.1.2.3 Protection against deterioration. Materials that deteriorate when exposed to sunlight, weather, or operational conditions normally encountered during service will not be used or will have a means of protection against such deterioration that does not prevent compliance with performance requirements. Protective coatings that chip, crack,

or scale with age or extremes of climatic conditions or when exposed to heat will not be used.

3.1.2.4 Reflective stripes. See specification below.

3.1.2.5 Painting and Marking. Vehicles shall be painted and lettered in accordance with the marking and lighting standards of FAA Advisory Circular No. 150/5210-5D. Color shall be "safety lime yellow" (as a guide, color shall match DuPont 7744U or equal). The wheel wells shall be sprayed with a black fibrous non-asphalt undercoating and shall be provided with interior splash shields to deflect wheel splash from critical interior components.

The Manufacturer will apply the Airport's, Logo and striping in reflective color and black on both sides and rear (left, right, rear) of the Vehicle. The size and color are as follows:

- Burbank Glendale Pasadena Airport Authority Lettering – 3" / Reflective black
- Maltese Cross Department Seal – 24" / Reflective multi-color
- Fire Department Lettering – 6 ½" / Reflective red with black outline (red on black)
- Vehicle Side (2) Striping – 2 ½" / Reflective red with black outline (red on black)
- Vehicle Rear Chevron – 6" / Reflective red

All vehicle markings must be as specified in AC 150/5210-5.

All four (4) sides of the Vehicle and the top of the Vehicle shall be boldly marked with the vehicles identification number. The size and color are as follows:

- Vehicle Right Front Number "117" – 8" / Reflective red with black outline (red on black)
- Vehicle Rear Side Number "117" – 24" / Reflective red with black outline (red on black)
- Vehicle Rear Right Side Vertical Number "117" – 11 ½" / Reflective red with black outline (red on black)
- Vehicle Roof "117" – 8" / Reflective red with black outline (red on black)

Manufacturer will be advised of the final marking upon written notification to Authority of necessity of same. Figure 1, 2 and 3 demonstrate a marking sample on an existing ARFF vehicle. The Authority logo will be provided to the awarded Manufacturer at the Pre-Manufacture Meeting.

NOTE: The lettering shall be coordinated on a common vertical centerline and approximately three (3) inches shall be allowed between lines of letters. Manufacturer shall submit to Authority personnel for approval an elevation of the Vehicle showing the location of the lettering and the exact style and color of lettering to be used.

See Figures 1, 2 and 3



Figure 1



Figure 2



Figure 3

3.1.3 Vehicle Identification Plate. A permanently marked identification plate will be securely mounted at the driver's compartment. The identification plate will contain the following information:

- a. TERMINOLOGY;
- b. MANUFACTURER'S MAKE AND MODEL;
- c. MANUFACTURER'S SERIAL NUMBER;
- d. VEHICLE CURB WEIGHT: kg (pounds);
- e. PAYLOAD, MAXIMUM: kg (pounds);
- f. GROSS VEHICLE WEIGHT (GVW): kg (pounds);
- g. FUEL CAPACITY AND TYPE: gals (gallons);
- h. DATE OF DELIVERY (month and year);
- i. WARRANTY (months and km (miles);
- j. CONTRACT NUMBER; and
- k. PAINT COLOR AND NUMBER.

A second permanently marked information data plate will be securely mounted on the interior of the driver's compartment. The plate will contain the information required by NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition), Section 1.3.5 Vehicle Information Data Plate. A single plate that combines or contains the information required for both plates is acceptable.

3.1.4 Environmental conditions.

3.1.4.1 Vehicle operation and storage temperature range can go from 33° to 110°F. Refer to NFPA 414 for Vehicle climate criteria.

3.1.4.2 Temperature range. The Vehicle will be capable of satisfactory storage and operation in temperatures ranging from 33° to 110°F. The Vehicle will be equipped with a cab, chassis, and agent winterization system, permitting operation at 33°F. The winterization system will not detract from the performance of the Vehicle or the firefighting system in ambient temperatures up to 110°F.

3.1.5 Reduction of potential foreign object damage. All loose metal parts, such as pins, will be securely attached to the Vehicle with wire ropes or chains. Removable exterior access panels, if provided, will be attached with captive fasteners.

3.1.6 Vehicle Mobility.

3.1.6.1 Operating terrain. The Vehicle will be capable of operating safely on paved roads, graded gravel roads, cross country terrain, and sandy soil environments. Cross country terrain consists of open fields, broken ground, and uneven terrain. An off-road, high-mobility suspension system resulting in no more than 0.5 G_{rms} acceleration at the driver's seat of the Vehicle when traversing an 8-inch (20 cm) diameter half round at 35 mph (56 kph) must be provided. The suspension design by which the manufacturer meets the suspension performance requirements is at the manufacturer's discretion.

3.1.6.2 Gradeability. The fully loaded Vehicle will be able to ascend any paved slope up to and including 50-percent.

3.1.6.3 Side slope stability. The fully loaded Vehicle will be stable on a 30° side slope when tested in accordance with NFPA 414.

3.1.6.4 Cornering stability. The fully loaded Vehicle will be stable in accordance with NFPA 414 when tested in accordance with NFPA 414.

3.2 Weights and dimensions.

3.2.1 Overall dimensions. The maximum dimensions listed below are desirable to ensure Vehicles can be accommodated in existing fire stations. Likewise, the overall dimensions should be held to a minimum that is consistent with the best operational performance of the Vehicle and the design concepts needed to achieve this performance and to provide maximum maneuverability in accordance with NFPA 414.

3.2.2 Angles of approach and departure. The fully loaded Vehicle will have angles of approach and departure of not less than 30°.

3.2.3 Field of vision. The Vehicle will have a field of vision in accordance with NFPA 414.

3.2.3.1 Mirrors. Combination flat and convex outside rearview mirrors will be installed on each side of the cab. The flat mirrors will be of the motorized remote-control type, providing not less than 60° horizontal rotational viewing range. The flat mirrors will also have electrically heated heads. Mirror remote and heating controls will be located on the instrument panel within reach of the seated driver. To provide the driver a clear view of the area ahead of the Vehicle and to eliminate potential blind spots, a rectangular mirror will be installed on the lower corner of each side of the windshield, having a minimum area of 35 square inches. The Vehicle will have a back-up (rear-view) camera with a display monitor mounted near the driver in the cab. Cameras and monitors that are designed to replace the function of the side-view mirrors are not an approved option in this specification. A switch shall be provided to allow the driver to manually activate the

back-up camera from within the cab. The back-up camera shall also be switched "on" automatically whenever the Vehicle is in the reverse mode of operation.

3.3 Chassis and Vehicle components.

3.3.1 Engine. The Vehicle will have a turbocharged diesel engine that is certified to comply with the Environmental Protection Agency (EPA) and state laws for off-highway emission requirements at the time of manufacture. The engine and transmission must operate efficiently and without detrimental effect to any drive train components when lubricated with standard, commercially available lubricants according to the recommendations of the engine and transmission manufacturers.

3.3.1.1 Acceleration. The fully loaded Vehicle will accelerate from 0 to 50 miles per hour (mph) on a level paved road within 25 seconds.

3.3.1.2 Maximum speed. The fully loaded Vehicle will attain a minimum top speed of 70 mph on a level, paved road.

3.3.1.3 Pump and roll on a 40-percent grade. The fully loaded Vehicle will be capable of pump and roll operations on a paved, dry, 40-percent grade in accordance with NFPA 414.

3.3.2 Engine cooling system. The engine cooling system will be in accordance with NFPA 414. A label will be installed near the engine coolant reservoir reading "Engine Coolant Fill."

3.3.3 Fuel system. The fuel system will be in accordance with NFPA 414.

3.3.3.1 Fuel priming pump. The Vehicle will be equipped with an electric or pneumatic fuel pump in addition to the mechanical fuel pump. The electric/pneumatic pump will be used as a priming pump capable of re-priming the engines fuel system.

3.3.3.2 Fuel tank. The Vehicle will have one or two fuel tanks with a minimum usable capacity in accordance with NFPA 414, as amended by NFPA 414. Each tank will have a fill opening of 3 inches minimum, readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. Each tank will be located and mounted so as to provide maximum protection from damage, exhaust heat, and ground fires. If more than one tank is furnished, means will be provided to assure equalized fuel level in both tanks. An overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Each fuel tank must be prominently labeled "Diesel Fuel Only".

3.3.4 Exhaust system. The exhaust system will be in accordance with NFPA 414. The exhaust system will be constructed of high-grade rust resistant materials and protected from damage resulting from travel over rough terrain. The muffler(s) will be constructed of aluminized steel or stainless steel. Exhaust system outlet(s) will be directed upward or

to the rear, away from personnel accessing equipment compartments and the engine air intake and will not be directed toward the ground.

3.3.5 Transmission. A fully automatic transmission will be provided. The transmission will be in accordance with NFPA 414.

3.3.6 Driveline. The Vehicle driveline will be in accordance with NFPA 414. If the driveline is equipped with a differential locking control, a warning/caution label will be placed in view of the driver indicating the proper differential locking/un-locking procedures. The operator's manual will also include a similar warning/caution. All moving parts requiring routine lubrication must have a means of providing for such lubrication. There must be no pressure lubrication fittings where their normal use would damage grease seals or other parts.

3.3.7 Axle capacity. Each axle will have a rated capacity, as established by the axle manufacturer, in accordance with NFPA 414.

3.3.8 Suspension. The suspension system will be in accordance with NFPA 414 and AC 150/5220-10E, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

3.3.9 Tires and wheels. Tires and wheels will be in accordance with NFPA 414. The Vehicle will be equipped with single tires and wheels at all wheel positions. The Vehicle will be equipped with tubeless steel belted radial tires with non-directional on/off-road type tread mounted on disc wheel assemblies. Tire and wheel assemblies will be identical at all positions. Tires and wheels will be certified by the manufacturer for not less than 25 miles of continuous operation at 60 mph at the normal operational inflation pressure. A spare tire and wheel assembly will be provided; however, the spare tire and wheel assembly are not required to be mounted on the Vehicle. Tires will be new. Retreads, recaps, or re-grooved tires will not be permitted.

3.3.10 Towing connections. The Vehicle will be equipped with towing connections in accordance with NFPA 414. The Vehicle will be designed for flat towing; the capability to lift and tow the Vehicle is not required. The tow connections may intrude into the 30-degree approach angle.

3.3.11 Brake system. The Vehicle will be equipped with a multi-channel all-wheel antilock brake system with at least one channel for each axle. The brakes will be automatic, self-adjusting and fully air actuated. Brakes will be in accordance with CFR 49 CFR 393.40 through 393.42(b), 393.43, and 393.43 through 393.52. The braking system, complete with all necessary components will include:

- a. Air compressor having a capacity of not less than 16 standard cubic feet per minute (SCFM).
- b. Air storage reservoir(s), each tank equipped with drain (bleed) valves, and with safety and check valves between the compressor and the reservoir tank.

- c. Automatic moisture ejector on each air storage reservoir. Manual air tank drains are acceptable if they are labeled, are centrally located in one compartment and are accessible by an individual standing at the side of the Vehicle.
- d. Automatic slack adjusters on cam brakes or internal self-adjusting brakes on wedge brakes on all axles.
- e. Spring set parking brakes.

All components of the braking system will be installed in such a manner as to provide adequate road clearance when traveling over uneven or rough terrain, including objects liable to strike and cause damage to the brake system components. No part of the braking system will extend below the bottom of wheel rims, to ensure, in case of a flat tire, that the weight of the Vehicle will be supported by the rim and the flat tire and not be imposed on any component of the braking system. Slack adjusters and air chambers will be located above the bottom edge of the axle carrier.

3.3.11.1 Air dryer. A replaceable cartridge desiccant air dryer will be installed in the air brake system. The dryer will have the capability of removing not less than 95 percent (95%) of the moisture in the air being dried. The dryer will have a filter to screen out oil and solid contaminants. The dryer will have an automatic self-cleaning cycle and a thermostatically controlled heater to prevent icing of the purge valve.

3.3.11.2 Compressed air shoreline or Vehicle-mounted auxiliary air compressor. A flush mounted, check valve, auto-eject compressed air shoreline connection will be provided to maintain brake system pressure while the Vehicle is not running. The Vehicle is to be equipped with a 110 volt shoreline connected Vehicle-mounted auxiliary air compressor with auto eject connection. The connection shall be flush mounted on the exterior rear of the vehicle.

3.3.12 Steering. The Vehicle will be equipped with power steering. Rear-wheel steering technology is not an approved Vehicle option.

3.3.12.1 Steering effort. The steering system performance will be in accordance with NFPA 414.

3.3.12.2 Turning diameter. The fully loaded Vehicle will have a wall to wall turning diameter of less than three (3) times the overall length of the Vehicle in both directions in accordance with NFPA 414.

3.3.13 Not applicable.

3.4 Cab. The Vehicle will have a fully enclosed two door cab of materials which are corrosion resistant, such as aluminum, stainless steel, or glass reinforced polyester construction. Steps and handrails will be provided for all crew doors, and at least one grab handle will be provided for each crew member, located inside the cab for use while

the Vehicle is in motion. The lowermost step(s) will be no more than 22 inches above level ground when the Vehicle is fully loaded. A tilt and telescoping steering column will be provided.

3.4.1 Windshield and windows. The windshield and windows will be of tinted safety glass. Each door window will be capable of being opened far enough to facilitate emergency occupant escape in the event of a Vehicle accident. The Vehicle windows will have an electric control system.

3.4.2 Cab interior sound level. The maximum cab interior sound level will be in accordance with NFPA 414.

3.4.3 Instruments and controls. All instruments and controls will be illuminated and designed to prevent or produce windshield glare. Gauges will be provided for oil pressure, coolant temperature, and automatic transmission temperature. In addition to the instruments and controls required by NFPA 414, the following will be provided within convenient reach of the seated driver:

- a. Master warning light control switch,
- b. Work light switch(es), and
- c. Compartment "Door Open" warning light and intermittent alarm that sounds when a compartment door is open, and the parking brakes are released, or the transmission is in any position other than neutral.

3.4.4 Windshield deluge system. The Vehicle will be equipped with a powered windshield deluge system. The deluge system will be supplied from the agent water tank and will have an independent pumping system. The deluge system activation switch will be located within reach of the seated driver and turret operator.

3.4.5 Drivers Enhanced Vision System (DEVS): Each Vehicle shall be equipped with night vision systems (Forward Looking Infrared) and sub-system of a Driver's Enhanced Vision System (DEVS) in accordance with the provisions in NFPA 414 and the latest FAA Advisory Circular 150/5210-19A. The system shall provide vision enhancement in low visibility conditions to include operation during total darkness, fog, severe weather, and firefighting operations during which thick smoke is emitted. It shall also provide the ability to detect hot spots and residual heat in all light conditions, to aid in the directing of firefighting efforts. The FLIR cameras shall be capable of up-down tilt and left-right pan movement. The Vehicles shall be equipped with back-up FLIR camera. In addition, the FLIR monitor described in NFPA 414 will have a minimum dimension of 10 in (25 cm) (measured diagonally) and be located in a position where it is visible to both the seated driver and turret operator.

Note: The Navigation and Tracking portion of the DEVS system is not required.

3.4.5.1 Camera. No camera required.

3.4.6 Climate control system. The Manufacturer shall provide appropriate heater/defroster and air conditioning system for Vehicles. The climate control system will induct at least 60 cubic feet per minute of fresh air into the cab. Cab mounted components will be protected from inadvertent damage by personnel. The air conditioning system shall be driven from the Vehicle engine, 50,000 Btu minimum. The system shall be integral with the Vehicle's heater/defroster unit, utilizing the same set of controls and vents. The system shall be charged with 134A refrigerant.

3.4.7 Seats. The driver seat will be adjustable fore and aft and for height. The turret operator's seat, located to the right front of the driver's seat, will be a fixed (non-suspension) type. Each seat will be provided with a Type 3 seat belt assembly (i.e., 3-point retractable restraint) in accordance with CFR 49 CFR 571.209. Seat belts must be of sufficient length to accommodate crew members in full Personal Protective Equipment (PPE).

3.4.7.1. A standard seat contains a hard/fixed back, and a remote-mounted bracket designed to store a Self-Contained Breathing Apparatus (SCBA). An SCBA seat, on the other hand, contains an opening which can accommodate someone storing/wearing an SCBA. Both seats (2) to the right and left of the driver shall store an SCBA.

3.4.8 Windshield wipers and washer. The Vehicle will be equipped with electrically powered windshield wipers. The wiper arms and blades will be of sufficient length to clear the windshield area described by SAE J198, Windshield Wiper Systems - Trucks. Individual wiper controls will include a minimum of two speed settings and an intermittent setting. The wiper blades will automatically return to a park position, out of the line of vision. The Vehicle will be equipped with a powered windshield washer system, including an electric fluid pump, a minimum one-gallon fluid container, washer nozzles mounted to the wiper arms (wet arms), and a momentary switch.

3.4.9 Warning signs. Signs that state "Occupants must be seated and wearing a seat belt when apparatus is in motion" will be provided in locations that are visible from each seated position in accordance with NFPA 414."

3.4.10 Lateral accelerometer and/or stability control system. The Vehicle will be equipped with a lateral accelerometer and/or an electronic stability control system in accordance with NFPA 414.

3.4.11 Monitoring and Data Acquisition System (MADAS). MADAS is not to be installed.

3.5 Body, compartments, and equipment mounting. Note: All compartments shall have drain holes.

3.5.1 Body. The Vehicle will have a corrosion-resistant body.

3.5.2 Compartments. The Vehicle body will have lighted compartments in accordance with NFPA 414 with a minimum of 10 cubic feet of enclosed storage space.

3.5.2.1 Compartment doors. Storage compartments will have clear anodized aluminum, counterbalanced, non-locking, roll-up or single hinged doors as determined by the manufacturer. Door latch handles on roll-up doors will be full-width bar type. Door straps will be provided to assist in closing the compartment doors when the rolled up or hinged door height exceeds six (6) feet above the ground.

3.5.2.2 Scuffplates. Replaceable scuffplates will be provided at each compartment threshold to prevent body damage from sliding equipment in and out of the compartments. The scuffplates will be securely attached to the compartment threshold but will be easily replaceable in the event of damage.

3.5.2.3 Drip rails. Drip rails will be provided over each compartment door.

3.5.2.4 Shelves. An adjustable and removable compartment shelf will be provided for every 18 inches of each vertical storage compartment door opening. Shelving adjustments will require no more than common hand tools and will not require disassembly of fasteners. Shelves will support a minimum of 200 pounds without permanent deformation. Each shelf will be accessible to crew members standing on the ground or using a pull out and tip-down configuration. Each shelf will have drain holes located so as to allow for drainage of any water from the stowed equipment.

3.5.2.5 Drainage mats. Each compartment floor and shelf will be covered with a removable black mat designed to allow for drainage of any water from the stowed equipment.

3.5.3 Self-contained Breathing Apparatus (SCBA) storage tubes. A single compartment or tubes for storage of four (4) SCBA bottles will be provided. If tubes are provided, two will be installed on each side of the Vehicle. The tubes will be of sufficient size to accommodate the procuring agencies SCBA cylinders.

3.5.4 Ladder, handrails, and walkways. Ladder, stepping, standing, and walking surfaces will be in accordance with NFPA 414. Handrails will be provided in accordance with NFPA 414. The lowermost step(s) or ladder rungs will be no more than 22 inches (56 cm) above level ground when the Vehicle is fully loaded. The lowermost steps may extend below the angle of approach or departure or ground clearance limits if they are designed to swing clear. The tread of the bottom steps must be at least 8 inches (20 cm) in width and succeeding steps at least 16 inches (40 cm) in width. The full width of all steps must have at least 6 inches (15 cm) of unobstructed toe room or depth when measured from, and perpendicular to, the front edge of the weight-bearing surface of the step.

3.5.5 Auxiliary Equipment. (See "Section 4 – Appendix A – Additional Equipment")

3.6 Agent system.

3.6.1 Agent (fire) pump. The Vehicle will be equipped with a centrifugal pump capable of providing the performance specified herein as prescribed by NFPA 414.

3.6.1.1 Agent system piping. All piping, couplings, and valves and associated components that come into contact with the agent will be in accordance with NFPA 414.

3.6.1.2 Tank to pump connection. A check valve and shutoff valve will be provided in each tank to pump line.

3.6.1.3 Piping, couplings, and valves. All agent system piping will conform to NFPA 414 criteria.

3.6.1.4 Overheat protection. The agent system will be equipped with an overheat protection system in accordance with NFPA 414. Overheat protection is not required on Vehicles utilizing a pre-mixed pressurized foam system.

3.6.1.5 Pressure relief valves. The agent system will be equipped with pressure relief valves in accordance with NFPA 414.

3.6.1.6 Drains. The agent system will be equipped with a drainage system in accordance with NFPA 414.

3.6.2 Water tank. The Vehicle will have a water tank with a manufacturer certified minimum capacity of at least 1500 gallons.

3.6.2.1 Water tank construction. The water tank will be constructed of polypropylene. All materials used will be capable of storing water, foam concentrate, and water/AFFF solutions.

3.6.2.2 Water tank overhead fill cover and drain. The water tank will be equipped with a 20 inch fill tower. The tower will be designed to allow for video inspection of the water tank interior. The water tank will incorporate a drainage system in accordance with NFPA 414.

3.6.2.3 Water tank overflow system and venting. The water tank will incorporate a venting system to relieve pressure on the tank during fill and discharge operations at maximum flow rates. It will have an overflow system to relieve excess fluid in the event of tank overfill. Drainage from the vent and overflow system will not flow over body panels or other Vehicle components and will not be in the track of any of the tires. Tank vent hoses will be of the non- collapsible type.

3.6.2.4 Water tank top fill opening. A top fill opening of not less than 8 inches internal diameter with a readily removable ¼-inch mesh strainer will be provided. The fill opening

may be incorporated as part of the manhole cover and will be sized to accommodate a 2½-inch fill hose.

3.6.2.5 Water tank fill connections. The water tank will incorporate National Hose thread connections and will be in accordance with NFPA 414. If the Vehicle is fitted with the "structural firefighting capability option," the additional requirements listed in paragraph 3.6.8 must be incorporated. Note: Water tank fill connections shall be on both right and left sides.

3.6.3 Foam system. (NOTE: The requirements of section 3.6.3 do not apply to pre-mixed pressurized foam systems.)

3.6.3.1 Foam concentrate tank. The foam concentrate tank(s) will have a manufacturer certified working capacity sufficient for two tanks of water at the maximum tolerance specified in NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment for 3 to 6 percent foam concentrate (i.e., 7.0-percent)

3.6.3.1.1 Foam tank construction. The foam tank will be constructed of polypropylene. All tank materials used will be capable of storing foam concentrate.

3.6.3.1.2 Foam tank drain. The foam tank will incorporate a drain and drain valve. The valve will be on the left side of the Vehicle and controlled by a crew member standing on the ground. The drain line will have a minimum 1½-inch I.D. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums.

3.6.3.1.3 Foam tank top fill trough. The foam tank will incorporate a top fill trough mounted in the top of the tank readily accessible to at least two crew members on top of the Vehicle. The top fill trough will incorporate a cover, latch, and sealed so as to prevent spillage under any operating condition. The top fill trough will be designed to allow two standard 5-gallon foam concentrate containers to be emptied simultaneously. The top fill trough neck will extend sufficiently close to the bottom of the tank to reduce foaming to a minimum during the fill operation. The top fill trough will incorporate readily removable, rigidly constructed 10 mesh stainless steel, brass or polyethylene strainers. All components in and around the top fill trough will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2 Foam tank fill connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on both sides of the Vehicle to permit filling by an external transfer hose at flow rates up to 25-gpm. The connections will be provided with chained-on long handled plugs or rocker lug plugs. The top of the connections will be no higher than 48 inches above the ground and readily accessible. The fill lines will incorporate check valves and readily removable, rigidly constructed ¼-inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2 Foam tank fill connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on both sides of the Vehicle to permit filling by an external transfer hose at flow rates up to 25-gpm. The connections will be provided with chained-on long handled plugs or rocker lug plugs. The top of the connections will be no higher than 48 inches above the ground and readily accessible. The fill lines will incorporate check valves and readily removable, rigidly constructed ¼-inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2.1 Foam tank vent and overflow system. The foam tank will incorporate a vent system to relieve pressure on the tank during fill and discharge operations at maximum flow rates and an overflow system to relieve excess liquid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other Vehicle components and will not be in front of or behind any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.3.3 Foam transfer pump. A foam transfer pump will be provided and mounted in a compartment on the Vehicle. The pump will be capable of transferring and drawing foam liquid concentrate at adjustable flow rates up to 25-gpm directly through the pump and loading connections (see. 3.6.3.2). All materials and components that come in contact with the foam will be compatible with the foam concentrate. The pump and its plumbing will have provisions for flushing with water from the water tank. A suitable length of hose with appropriate connections will be provided for filling the foam tank from an external foam storage container.

3.6.3.4 Foam flushing system. The foam concentrate system will be designed in accordance with NFPA 414 so that the system can be readily flushed with clear water.

3.6.3.5 Foam concentrates piping. All metallic surfaces of the piping and associated components that come into contact with the foam concentrate will be of brass, bronze, or passivated stainless steel. The foam concentrate piping will be in accordance with NFPA 414.

3.6.4 Foam proportioning system. The Vehicles will have a foam proportioning system with 3 percent foam concentrate for Aqueous Film-Forming Foam (AFFF) in accordance with NFPA 414. If a fixed orifice plate system is used, a plate will be provided for each percentage foam concentrate (3% and 6%); the additional plate will be securely mounted in a protected location on the Vehicle. A Vehicle mechanic will be able to interchange the plates using common hand tools.

Note: Vehicles shall be equipped with foam proportioning system with 3 percent foam concentrate when are delivered. The Vehicles shall have minimum 200 gallon of AFFF capacity, and 500 gallons of 3% mil-spec AFFF foam in 5-gallon pails shall be provided for the Vehicle.

3.6.5 Vehicle Turret. This Vehicle shall be equipped with a standard roof-mounted turret, high reach extendable turret, and high flow bumper mounted turret to serve as the primary source of agent delivery, as specified below

3.6.5.1. Roof Turret. The roof turret will be mounted near the front of the roof of the vehicle. It will have a non-aspirating, constant flow, variable stream nozzle with dual flow rates for foam or water rated as specified in NFPA 414. The discharge pattern will be infinitely variable from straight stream to fully dispersed. The roof turret will be power operated; power controls will be positioned for use by the driver and the crew member seated to the right of the driver. The type of nozzle or turret drain will be per the manufacturer's recommendation.

3.6.5.2 to 3.6.5.2.2. Not applicable

3.6.6 Bumper turret – Primary Turret. The Vehicle will be equipped with a joystick controlled, constant flow, non-air aspirating, variable stream type: low angle high volume dual rate (minimum 375/750 GPM) bumper turret (see 3.6.9).

The bumper turret will be capable of discharging at a minimum flow rate of foam or water as specified by the user, with a pattern infinitely variable from straight stream to fully dispersed. The bumper turret will be capable of automatic oscillation, with the range of oscillation adjustable up to 90° each side of center (left and right) with vertical travel capabilities of +45°/- 20° meeting section 4.20.2 in NFPA 414. The device shall be capable of being lowered from the stored position, near bumper height, so that the centerline of the nozzle will be approximately 24" above the ground. The design shall allow the boom and nozzle to be stored in a position providing minimum protrusion from the front of the vehicle, while maintaining a 30-degree angle of approach.

3.6.7 Preconnected handline(s). One-200 foot, 1¾-inch pre-connected woven jacket handline(s), with a 1½-inch control valve and a pistol grip nozzle, will be located on (or accessible from) Left side of the Vehicle. A safety system will be provided to prevent charging of the hose until the hose has been fully deployed. The handline(s) and nozzle(s) will be in accordance with NFPA 414 and will allow for a minimum of 95 gpm at 100 psi nozzle pressure. A control for charging each handline will be provided for operation by both the driver and the turret operator.

3.6.7.1 Hose Reel. Clean agent hose, reel, and nozzle. The Vehicle shall be equipped with a side mounted swing-out hose reel equipped with min. 100 ft. of rubber. This handline shall be provided on the right side, lower front of the Vehicle, mounted in the forward side compartment, to provide deployment of the hose to the front of the Vehicle. The hose reel shall be equipped with a 12 VDC electric rewind motor with manual rewind provisions and a tension device to prevent the unreeling of the hose. Handline agent and purge controls will be mounted in or adjacent to the compartment. The manual rewind handle will be bracket mounted and stored in the compartment. All electrical components will be sealed against entry of water. A quick acting control will be provided to activate the handline from the cab of the vehicle. The

nozzle shall be capable of discharging 5 lbs. per second of Halotron in accordance with the performance requirements of the A/C. Controls at the handline shall allow charging of the argon into the Halotron tank and charging of the Halotron into the handline.

3.6.8. Structural firefighting capability. The Vehicle will be equipped with an agent system structural control panel, on the left side of the Vehicle, operable while standing on the ground. Structural panel activation will be interlocked to operate only with the Vehicle parking brakes set and the transmission in neutral position. Controls and instruments will be grouped by function. The control panel will be hinged or accessible from the rear for maintenance. Instruments will be lighted for night operation.

3.6.8.1 The structural panel will include, as a minimum, the following:

- a. Panel activation switch, including the panel lights.
- b. Engine tachometer.
- c. Engine oil pressure gauge with low pressure warning light.
- d. Engine coolant temperature gauge with high temperature warning light.
- e. A liquid filled gauge, or digital indicator for pump suction, -30 inches Hg vacuum to 600 psi.
- f. A liquid filled gauge, or digital indicator for pump pressure, 0 to 600 psi.
- g. An adjustable pump pressure using either an electronic pressure governor or manual control with a relief valve will be provided.
- h. Foam or water selection.
- i. Water and foam tank liquid level indicators shall be mounted adjacent to the water and foam tank fills.

3.6.8.2 The structural firefighting capability will also require installation of the following items:

- a. A priming pump and control (for drafting using the large intake connection).
- b. Water tank isolation valve.
- c. Discharge connections. Two 2½-inch discharge connections with male National Hose threads will be provided. One 2½-inch discharge will be provided on each side of the Vehicle. Each connection will be equipped with a cap, a quarter-turn

control valve, a bleeder valve, and a pressure gauge. Each connection will be rated at 250-gpm minimum.

- d. Intake connections. The Vehicle will be equipped with one valved 4½-inch intake connection on the left side. The Vehicle will be equipped with one valved 2½-inch intake connection on the left side adjacent to the 4½-inch intake connection with both having either a 30° or 45° turn-down fitting. The 4½-inch intake connection will have male National Hose threads, a quarter-turn control valve, a bleeder valve, a strainer, and a cap. The 2½-inch intake connection will have rocker lug female National Hose threads, a quarter-turn control valve, a bleeder valve, a strainer, and a plug. The Vehicle will be capable of filling its water tank by pumping from a draft, a hydrant, or a nurse truck through either of the intake connections without the use of a hose from a discharge connection to a tank fill connection.

3.6.9 Primary turret discharge nozzle. The Vehicle will be equipped with a combination dry chemical/ AFFF nozzle (Williams Hydro-Chem type or equal) of the entrainment type on the primary turret mounted on the front bumper.

3.7 Clean Agent system. The Vehicle will be equipped with a 460 lb. minimum capacity Halotron clean agent auxiliary agent system. The propellant gas cylinder will be replaceable within fifteen minutes by two crew members standing on the ground and be equipped with a cylinder replacement hoisting system. The propellant gas cylinder will be secured to withstand off-road operations. A pressure indicator will be visible to any person opening the tank fill cap. Blow-down piping will be directed beneath the Vehicle. The dry chemical agent tank will include lifting rings and will have a nameplate indicating, as a minimum, the following:

- a. Extinguishing agent.
- b. Capacity.
- c. Weight full.
- d. Weight empty.
- e. Operating pressure.
- f. Hydrostatic test date.
- g. Type of agent required for re-servicing.

3.7.1 Not applicable.

3.7.2 Halotron/clean agent hose reel
(Ref.3.6.7.1)

3.8 Not applicable.

3.9 Electrical systems and warning devices. The Vehicle will have a 12-volt or 24-volt electrical and starting system in accordance with NFPA 414.

3.9.1 Alternator. An appropriate charging system, in accordance with NFPA 414, will be provided. The minimum continuous electrical load will include operation of the air conditioning system.

3.9.2 Batteries. Batteries will be of the maintenance-free type; addition of water will not be required during normal service life. The battery cover and vent system will be designed to prevent electrolyte loss during service and to keep the top of the battery free from electrolyte.

3.9.2.1 Battery compartment. The batteries will be enclosed in a weatherproof enclosure, cover, or compartment and be readily accessible.

3.9.3 Battery charger or conditioner. The Vehicle will have a DC taper type battery charger or an automatic battery conditioner, or voltage monitoring system, providing a minimum 12-amp output. The charger/conditioner will be permanently mounted on the Vehicle in a properly ventilated, accessible location. The charger/conditioner will be powered from the electrical shoreline receptacle (auto-eject type (see 3.10.1)). A charging indicator will be installed next to the receptacle. When a battery conditioner is provided, the conditioner will monitor the battery state of charge and, as necessary, automatically charge or maintain the batteries without gassing, depleting fluid level, overheating, or overcharging. A slave receptacle will be provided at the rear or on either side of the Vehicle cab. Battery jump studs may be installed on the exterior of the battery box in lieu of a slave receptacle.

3.9.4 Electromagnetic interference. The Vehicle electrical system will be in accordance with SAE J551-2 for electromagnetic interference.

3.9.5 Work lighting.

3.9.5.1 Cab interior lights. Cab interior light levels will be sufficient for reading maps or manuals. At least one red and one white cab interior dome light will be provided.

3.9.5.2 Compartment lights. White lighting sufficient to provide an average minimum illumination of 1.0 foot candle will be provided in each compartment greater than 4.0 cubic feet and having an opening greater than 144 square inches. Where a shelf is provided, this illumination will be provided both above and below the shelf. All compartments will be provided with weatherproof lights that are switched to automatically illuminate when compartment doors are opened, and the Vehicle master switch is in the 'on' position. Light switches will be of the magnetic (nonmechanical) type.

3.9.5.3 Ladder, step, walkway, and area lights. Non-glare white or amber lighting will be provided at ladders and access steps where personnel work or climb during night operations. In addition, ground lighting will be provided. Ground lights will be activated

when the parking brake is set in accordance with AC 150/5220-10E, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. These area lights will be controlled with three-way switches on the cab instrument panel and near the light sources. The switch located in the cab will be a master switch and must be turned on before auxiliary switches near the light sources are operational.

3.9.5.4 Spot/Floodlights. Two spot/floodlights will be attached at the end of the primary turret or at the end of the roof turret assembly. The lights will illuminate the area covered by the turret. Both lights will be controlled from switches in the cab. Halogen lights will be used.

3.9.5.5 Flood Lights. Two telescoping floodlights will be provided. One light will be mounted on the left and right sides of the Vehicle. 1000W Halogen lights will be used. Both lights will be mounted on extension tubes and controlled from switches in the cab and manually raised. To prevent these lights from accidental damage, the cab will be equipped with a visual warning signal to alert the driver if the lights are inadvertently left in the "up" position.

3.9.5.6 Scene Lights. A total of six high mounted floodlights will be provided to illuminate the work areas around the Vehicle. Two lights will be mounted on the front and two will be mounted on each side of the Vehicle. The lights will be powered by the Vehicle alternator driven system or auxiliary generator, and the lights in the front will be controlled from switches in the cab. Halogen lights will be used.

3.9.5.7 Additional Halogen Lights.

3.9.6 Audible warning devices.

3.9.6.1 Siren. The Vehicle will be equipped with an electronic siren system. The amplifier unit will include volume control and selection of "Radio," "PA," "Manual," "Yelp," "Wail," and "Hi-Lo" (European) modes, and a magnetic noise canceling microphone. The amplifier, microphone, and controls will be within reach of the driver and the turret operator. The siren speaker will be rated at 100 watts minimum and will be located in a guarded position as low and as far forward on the Vehicle as practical.

3.9.6.2 Horn. Dual forward-facing air horns will be installed in protected locations near the front of the Vehicle. Foot pedal air horn controls will be within reach of the driver and the turret operator.

3.9.7 Emergency warning lights. All emergency warning lights must meet the requirements of AC 150/5210-5. Where applicable, LED lights will be used as the primary light type. Lighting units will be installed on the top front, sides, and rear of the Vehicle to provide 360° visibility. A switch will be provided on the instrument panel to control all of the top, side, front and rear emergency warning lights. A switch will also be provided on the instrument panel to disable all lower emergency warning lights when desired. All lighting systems will meet NFPA 414 emergency lighting criteria.

3.9.7.1 Emergency warning light color. All emergency warning lights will meet the requirements of AC 150/5210-5D.

3.9.7.2 Headlight flashing system. A high beam, alternating/flashing, headlight system will be provided. The headlight flasher will be separately switched from the warning light panel.

3.9.8 Radio circuit. The Vehicle will have three separate thirty (30) amp circuits with breakers and connections provided in a space adjacent to the driver and turret operator for installation of radios and other communications equipment after the Vehicle has been delivered. To facilitate the installation of the communications equipment the manufacturer will provide three (3) antennas preinstalled on top of the cab.

3.9.8.1 Radio Equipment. Radio communication equipment specified below, shall comply with requirements of FAA Advisory Circular 150/5210-5D and NFPA Standard 414 (2012 Edition). The equipment specified must be fully compatible with the existing radios and equipment being used by the Burbank/Glendale/Pasadena Airport Authority. Radio programming is the Airport Authority's responsibility.

All radio systems shall be interfaced in the Vehicle in order to provide a completely seamless communication system. The radio systems should be equipped with an external speaker and microphone, mounting bracket, antenna and all required ancillary hardware **and include protective wire sheathing to ensure protection from electromagnetic interference.**

Note: radios shall be provided uninstalled and unmounted. Although the installation is the Airport Authority's responsibility, the Manufacturer shall coordinate with the Authority's in advance to assure seamless layout and installation.

Dedicated 12-volt, 30 amp rated radio leads shall be provided to the dash instrument panel and marked and tagged with permanent tags, plus the following:

- a. Qty, 1 - An Aviation Airband Mobile radio (such as ICOM IC A-210 or equal).
- b. Qty, 1 - A Motorola ASTRO XTL 5000 Digital Mobile Radio with W& Control Head – Model UHF R2 450-520 mhz 10-45 watt, shall be supplied by the Airport Authority. The main components of the radio shall be of used condition and will be the Manufacturer's responsibility to provide any electrical wiring, cables, looms, connectors, speakers, mounting brackets, antennas, etc.
- c. Qty, 1 - A headset/intercom system (Setcom 1300 multi-radio interface or equal), with 3 headsets for crewmembers interfaced with the aviation band and fire department radios with one ear wired for each of the above radios and a boom microphone attached to the headset. All the headsets, shall have transmit, receive and intercom capability. One additional headset connection shall be provided at the structural panel allowing a crewmember to take a headset from the cab and

plug in at the structural panel to have transmit, receive and intercom capability with the cab crew members.

- d. both radios stated above shall be interfaced with the two radios listed and be able to broadcast through the PA system to provide radio volume to exterior of the vehicle. A switch shall be provided to transition from in cab to exterior speakers.

3.9.9 Power receptacles.

3.9.9.1 Primary power receptacles. The Vehicle will have two duplex 15-amp 110-volt power receptacles, one installed adjacent to the cab door on each side of the Vehicle. Each duplex receptacle will include one straight blade and one twist-lock connection. These outlets will be powered by the generator.

3.9.9.2 Auxiliary power receptacles. The Vehicle will have 2-12-volt auxiliary power receptacles mounted adjacent to the driver and crew member positions, preferably in the instrument panel.

3.9.9.3 Cable reel. The Vehicle will be equipped with an electrical cable reel, located within a compartment. The reel will be equipped with 200 feet of 20 amp, 600 volt, 90°C insulated electrical cable. The electrical cable will be equipped with a rubber ball stop to prevent cable pull through during rewinding operations. A four-way roller guide will be provided on the cable reel to prevent chafing of cable insulation. The cable reel will have an electric rewind motor with provisions for manual rewind in the event of motor failure; the manual rewind handle will be securely stored near the cable reel. A portable weatherproof duplex outlet box, with built-in circuit breakers and twist lock receptacles, will be provided for on the cable end. The cable reel will be powered by the auxiliary generator.

3.9.10 Auxiliary generator. A minimum 10 kilowatt (kW) (continuous rating), 120/240-volt, 60 hertz, hydraulic, or split shaft Power Takeoff (PTO)-driven generator will be provided.

3.10 Line voltage electrical system.

3.10.1 Electrical shoreline connection. The battery charger/conditioner will be powered from a covered, polarized, insulated, labeled, recessed (flush mounted), male, 110 volt AC auto-eject receptacle. The connection will be located on the exterior of the Vehicle at the rear or on either side of the cab. A weatherproof charge meter will be installed next to the receptacle. A 15-amp rated, 110-120-volt, AC straight blade (non-twist-lock) connector will be provided.

3.11 Air systems.

3.11.1 Air hose reel. An air hose reel will be provided in an enclosed compartment on the Vehicle. The hose reel will be equipped with 200 feet of 3/8-inch I.D. hose line. A 3/8-inch National Pipe Taper (NPT) fitting and female style quick disconnect will be connected to the end of the hose line. A four-way roller guide will be provided for the hose reel to

prevent hose chafing and kinking. The hose line will be equipped with a rubber ball stop to prevent hose pull through on roller guides during rewinding operations. The hose reel will have an electric rewind motor and provisions for manual rewind in the event of motor failure; the manual rewind handle will be securely stored near the hose reel. A pressure protected air supply from the chassis air system will be connected to the hose reel. The air supply lines will be routed with minimum bends and located or guarded from damage from the carried equipment.

3.12 Quality of Workmanship. The Vehicle, including all parts and accessories, will be fabricated in a thoroughly workmanlike manner. Particular attention will be given to freedom from blemishes, burrs, defects, and sharp edges; accuracy of dimensions, radii of fillets, and marking of parts and assemblies; thoroughness of welding, brazing, soldering, riveting, and painting; alignment of parts; tightness of fasteners; et cetera. The Vehicle will be thoroughly cleaned of all foreign matter.

4 REGULATORY REQUIREMENTS.

4.1 Recoverable Materials. The Manufacturer is encouraged to use recovered materials to the maximum extent practicable, in accordance with Title 48: Federal Acquisition Regulations System, Part 2823—Environment, Conservation, Occupational Safety, and Drug-free Workplace, Subpart 2823.4 Use of Recovered Material, 403 Policy and 404 Procedures.

4.2 Green Procurement Program. Green Procurement Program (GPP) is a mandatory federal acquisition program that focuses on the purchase and use of environmentally preferable products and services. GPP requirements apply to all acquisitions using appropriated funds, including services and new requirements. FAR 23.404(b) applies and states the GPP requires 100% of EPA designated product purchase that are included in the Comprehensive Procurement Guidelines list that contains recovered materials, unless the item cannot be acquired:

- a. competitively within a reasonable timeframe;
- b. meet appropriate performance standards, or
- c. at a reasonable price.

The Manufacturer is responsible for ensuring that all subcontractors comply with this requirement. Information on the GPP can be found at:

http://www.dot.gov/ost/m60/DOT_policy_letters/apl8_04.pdf or FAR 23.404(b):
<http://www.acquisition.gov/far/current/html/Subpart%2023.4.html>.

5 PRODUCT CONFORMANCE PROVISIONS.

5.1 Classification of inspections. The inspection requirements specified herein are classified as follows:

- a. Performance inspection (see Ref. 5.2).

b. Conformance inspection (see Ref.5.3)

5.2 Performance inspection. The Vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The Manufacturer will provide or arrange for all test equipment, personnel, schedule, and facilities.

5.3 Conformance inspection. The Vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The Manufacturer will provide or arrange for all test equipment, personnel, and facilities.

5.4 Product conformance. The products provided will meet the performance characteristics of this technical spec, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial marketplace. The Authority reserves the right to require proof of such conformance.

5.5 Technical proposal. The Manufacturer will provide an itemized technical proposal that describes how the proposed model complies with each characteristic of this technical spec; a paragraph by paragraph response to the characteristics section of this technical spec will be provided. The Manufacturer will provide two (2) copies of their commercial descriptive catalogs with their offer as supporting reference to the itemized technical proposal. The Manufacturer will identify all modifications made to their commercial model in order to comply with the requirements herein. The Vehicles furnished will comply with the "commercial item" definition of FAR 2.101 as of the date of award. The Authority reserves the right to require the Manufacturer to prove that their product complies with the referenced commerciality requirements and each conformance/performance characteristics of this specification.

5.6 Inspection requirements.

5.6.1 General inspection requirements. Apparatus used in conjunction with the inspections specified herein will be laboratory precision type, calibrated at proper intervals to ensure laboratory accuracy.

5.6.2 Test rejection criteria. Throughout all tests specified herein, the Vehicle will be closely observed for the following conditions, which will be cause for rejection:

- a. Failure to conform to design or performance requirements specified herein or in the Manufacturer's technical proposal.
- b. Any spillage or leakage of any liquid, including fuel, coolant, lubricant, or hydraulic fluid, under any condition, except as allowed herein.
- c. Structural failure of any component, including permanent deformation, or evidence of impending failure.

- d. Evidence of excessive wear.
- e. Interference between the Vehicle components or between the Vehicle, the ground, and all required obstacles, with the exception of normal contact by the tires.
- f. Misalignment of components
- g. Evidence of undesirable road ability characteristics, including instability in handling during cornering, braking, and while traversing all required terrain.
- h. Conditions that present a safety hazard to personnel during operation, servicing, or maintenance.
- i. Overheating of the engine, transmission, or any other Vehicle component.
- j. Evidence of corrosion.
- k. Failure of the firefighting system and sub-systems.

5.6.3 Detailed inspection requirements.

5.6.3.1 Examination of product. All component manufacturers' certifications, as well as the prototype and production/operational Vehicle testing outlined in Table 1, will be examined to verify compliance with the requirements herein. Attention will be given to materials, workmanship, dimensions, surface finishes, protective coatings and sealants and their application, welding, fastening, and markings. Proper operation of Vehicle functions will be verified as defined by NFPA 414, Acceptance Criteria chapter. A copy of the Vehicle manufacturer's certifications will be provided with each Vehicle in accordance with NFPA 414. The Airport may accept a manufacturer or third party certification for any/all prototype and production/operational Vehicle testing performed prior to delivery which proves that the Vehicle meets the performance parameters of NFPA 414.

Table 1. Vehicle Test Data

NFPA 414 paragraph	Test
Production Vehicle Operational Tests (NFPA 414 - Section 6.4)	
(6.4.1)	Vehicle Testing, Side Slope
(6.4.2)	Weight / Weight Distribution
(6.4.3)	Acceleration. NOTE: <i>With the modification that the instrumentation must be a GPS-based electronic data collection system.</i>
(6.4.4)	Top Speed
(6.4.5)	Brake Operational Test
(6.4.6)	Air System / Air Compressor Test
(6.4.7)	Agent Discharge Pumping Test

(6.4.8)	Dual Pumping System Test (As Applicable)
(6.4.9)	Pump and Maneuver Test
(6.4.10)	Hydrostatic Pressure Test
(6.4.11)	Foam Concentration Test
(6.4.12)	Primary Turret Flow Rate Test
(6.4.13)	Piercing/Penetration Nozzle Testing (As Applicable)
Prototype Vehicle Tests (NFPA 414 – Section 6.3)	
(6.3.1)	Rated Water and Foam Tank Capacity Test
(6.3.2)	Cornering Stability. NOTE: <i>With the modification that the evasive maneuver / double-lane change test must be conducted at 35 mph (56 kph).</i>

NFPA 414 paragraph	Test
(6.3.3)	Vehicle Dimensions
(6.3.4)	Driver Vision Measurement
(6.3.5)	Pump and Roll on a 40 Percent Grade
(6.3.6)	Electrical Charging System
(6.3.7)	Radio Suppression
(6.3.8)	Gradability Test
(6.3.9)	Body and Chassis Flexibility Test
(6.3.10)	Service/Emergency Brake Test
(6.3.11)	Service/Emergency Brake Grade Holding Test
(6.3.12)	Steering Control Test
(6.3.13)	Vehicle Clearance Circle Test
(6.3.14)	Agent Pump(s)/Tank Vent Discharge Test
(6.3.15)	Water Tank Fill and Overflow Test
(6.3.16)	Flushing System Test
(6.3.17)	Primary Turret Flow Rate Test
(6.3.18)	Primary Turret Pattern Test
(6.3.19)	Primary Turret Control Force Measurement
(6.3.20)	Primary Turret Articulation Test
(6.3.21)	Handline Nozzle Flow Rate Test

(6.3.22)	Handline Nozzle Pattern Test
(6.3.23)	Ground Sweep/Bumper Turret Flow Rate Test
(6.3.24)	Ground Sweep/Bumper Turret Pattern Control Test
(6.3.25)	Undertruck Nozzle Test
(6.3.26)	Foam Concentration/Foam Quality Test
(6.3.27)	Warning Siren Test
(6.3.28)	Propellant Gas
(6.3.29)	Pressure Regulation
(6.3.30)	AFFF Premix Piping and Valves
(6.3.31)	Pressurized Agent Purging and Venting
(6.3.32)	Complementary Agent Handline Flow Rate and Range
(6.3.33)	Dry Chemical Turret Flow Rate and Range
(6.3.34)	Cab Interior Noise Test

6. PACKAGING.

6.1 Preservation, packing, and marking will be as specified in the Procurement Specification, contract or delivery order.

6.2 The vehicle must be delivered with full operational quantities of lubricants, brake and hydraulic fluids, and cooling system fluid all of which must be suitable for use in the temperature range expected at the airport.

6.3 The vehicle must be delivered with one complete load of firefighting agents and propellants. One complete load is defined as all of the agents and propellants necessary for the vehicle to be fully operational. One load would include, at a minimum: one fill of a foam tank; one fill of a dry chemical tank (if applicable); one fill of a halogenated tank (if applicable); one spare nitrogen cylinder for a dry chemical system (if applicable); and one spare argon cylinder for a halogenated system (if applicable). Agents and propellants for required testing or training are not included. For the initial training period, water should be used in place of other extinguishing agents. The manufacturer may pre-ship agents and propellants to a receiving airport to reduce overall procurement costs.

6.4 The vehicle manufacturer must provide initial adjustments to the vehicle for operational readiness and mount any ancillary appliances purchased through the vehicle manufacturer as part of the vehicle.

7 TRAINING.

7.1 Upon delivery of the vehicle to the airport, the manufacturer must, at no additional cost, provide the services of a qualified technician for five consecutive days (or up to 8 days for an high reach extendable turret) for training. This is considered sufficient time for the purchaser to adjust shift work schedules to get maximum employee attendance to training sessions at some point during the training period. During this time sufficient repetitive learning opportunities must be provided by the manufacturer to allow various shifts to complete the training requirements.

7.2 The technician must provide thorough instruction in the use, operation, maintenance and testing of the vehicle. This setup must include operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all firefighting and vehicle operating systems. Prior to leaving the vehicle, the technician should review the maintenance instructions with the purchaser's personnel to acquaint them with maintenance procedures as well as how to obtain support service for the vehicle.

7.3 Training must include written operating instructions, electronic training aids (videos/power point), or other graphics that depict the step-by-step operation of the vehicle. Written instructions must include materials that can be used to train subsequent new operators.

8. REFERENCED DOCUMENTS.

8.1 Source of documents.

8.1.1 The CFR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402.

Title 14, Code of Federal Regulations (CFR), Part 139, Certification of Airports (14 CFR Part 139)

Section 139.315 Aircraft Rescue and Firefighting: Index Determination.

Section 139.317 Aircraft Rescue and Firefighting: Equipment and Agents.

Section 139.319 Aircraft Rescue and Firefighting: Operational Requirements.

Title 49; Code of Federal Regulations (CFR), Part 393: Parts and Accessories Necessary for Safe Operation: Subpart C—Brakes.

Title 49; Code of Federal Regulations (CFR), Part 571, Motor Carrier Vehicle Safety Standards, Part 209, Standard No. 209; Seat Belt Assemblies

8.1.2 SAE documents may be obtained from SAE, Inc., 400 Commonwealth Drive, Warrendale PA 15096.

8.1.3 National Fire Protection Association (NFPA): NFPA documents may be obtained from NFPA, Batterymarch Park, Quincy MA 02269-9101.

NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment (2009 Edition)

NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition)

NFPA 1901, Standard for Automotive Fire Apparatus (2009 Edition)

8.1.4 Federal Aviation Administration (FAA): FAA ACs may be obtained from the FAA website: http://www.faa.gov/regulations_policies/advisory_circulars/

AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles

AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport

FAA Orders, Specifications, and Drawings may be obtained from: Federal Aviation Administration, ATO-W CM-NAS Documentation, Control Center, 800 Independence Avenue, SW, Washington, DC 20591. Telephone: (202) 548-5256, FAX: (202) 548-5501 and website:

http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/cm_documentation/

Section 4. APPENDIX A – ADDITIONAL EQUIPMENT

Equipment Description (Bid Schedule B)	Unit of Measure	Quantity
1) Rechargeable flashlights – Streamlight SL45 or equal	Each	2
2) 2-1/2" Spanner & Hydrant Wrench with Bracket	Each	2
3) 6' Pike Pole	Each	1
4) 20 lb. Purple K / Class BC Fire Extinguisher	Each	1
5) 24 lb. Halotron 1 Fire Extinguisher	Each	1
6) 2.5 Gallon Pressurized AFFF Foam Fire Extinguisher	Each	1
7) 1-3/4" Double Jacket Synthetic Fire Hose	Feet	200
8) Duo Safety Aluminum Ladder	Each	1
9) A & S or equal 24' Ladder Gantry System	System	1
10) ICOM IC-A210 or equal Air to Ground Aviation Band Radio	Each	1
11) Setcom 1300 Headset, w. Headsets for 3 Crew Members/Exterior Pump Panel Speaker-Interfaced into Vehicle Radios	System	1
12) Engine Brake System-Jake Brake or equal	System	1
13) 12 Volt Plugin Courtesy Outlets	Each	3
14) Windshield Sun Visors	Each	2
15) Two (2) Speed Defroster Fans	Each	2
16) Water and Foam LED Bar Graph Type or equal Tank Level Indicator Lights	Each	2
17) Two (2) Additional 2.50" Tank Fill Connection with Bleeder Valve	Each	2
18) Two (2) Additional 2.50" Discharge Valve with Bleeder Valve	Each	2
19) Discharge Pressure Gauge on Each Discharge Valve- Located on the Pump Panel Side	Each	4
20) Two (2) Work Lights on Rear of Vehicle (Switch Activated. Lights Will Automatically Activate When Vehicle Transmission is in Reverse Gear	Each	2
21) Under Truck Fire Control Nozzles	System	1
22) Ward "No Smoke 2" Diesel Vehicle Exhaust Protection System	System	1
23) Joystic Controlled Multi Position High/Low Attack Bumper Turret Boom with 375/750 Hydro Chem Nozzle	System	1
24) Motorola ASTRO XTL Digital Mobile Radio w/W7 Control Head-Radio components to be supplied by customer-Cost for installation, wiring, speakers, cables, antennas, etc.	System	1

Equipment Description (Bid Schedule C)	Unit of Measure	Quantity
1) PVC Ribbed Compartment Liners	Each	TBD
2) Upper Compartment Shelves with Pull/Tilt (when applicable). Lower Shelves with Pull/Slide Out Mechanisms or Equal	Each	TBD
3) LED Compartment Lighting in All Compartments-Door Activated	Each	TBD

EXHIBIT E

General Federal Provisions

As used in this Exhibit, the term "Contractor" means "Manufacturer".

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The Authority will provide Contractor written notice that describes the nature of the breach and corrective actions Contractor must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Contractor until such time Contractor corrects the breach or the Authority elects to terminate the contract. The Authority's notice will identify a specific date by which Contractor must correct the breach. The Authority may proceed with termination of the contract if Contractor fails to correct the breach by the deadline indicated in the Authority's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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.

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

4. CIVIL RIGHTS - TITLE VI ASSURANCES

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:

A. 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.

B. 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The 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.

C. 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.

D. 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.

E. 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:

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

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

F. 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.

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 USC § 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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

5. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

6. DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from the Authority. Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

Contractor must not terminate a DBE subcontractor listed in response to the Disadvantaged Business Enterprise section of the RFB for this procurement (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Contractor obtains written consent of the Authority. Unless the Authority's consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that Contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, Contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

7. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Authority encourages Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

8. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9. OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

11. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

A. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

B. Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- A. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- B. Fails to meet reasonable contract performance requirements; or
- C. Is only available at an unreasonable price.

12. TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE

A. The Authority may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of the Authority. Upon receipt of a written notice of termination, except as explicitly directed by the Authority, Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Authority all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Authority to protect and preserve property and work related to this contract that The Authority will take possession.

B. The Authority agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

4. Reasonable and substantiated expenses to the Contractor directly attributable to The Authority's termination action.

C. The Authority will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Authority's termination action.

D. The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE

A. The Authority may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;

2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any Authority approved extensions;

4. Fails to comply with material provisions of the Contract;

5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or

6. Becomes insolvent or declares bankruptcy.

B. If one or more of the stated events occur, the Authority will give notice in writing to Contractor and Surety of its intent to terminate the contract for cause. At the Authority's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

C. If within 10 days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Authority, the Authority has authority to acquire equipment by other procurement action. Contractor will be liable to the Authority for any excess costs the Authority incurs for acquiring such similar equipment.

D. Payment for completed equipment delivered to and accepted by the Authority shall be at the Contract price. The Authority may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Authority determines to be necessary to protect the Authority against loss because of Contractor default.

E. The Authority will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Authority, acts of another Contractor in the performance of a

contract with the Authority, and severe weather events that substantially exceed normal conditions for the location.

F. If, after termination of the Contractor's right to proceed, the Authority determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Authority issued the termination for the convenience the Authority.

G. The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law or under this contract.

13. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Airport Solution Line Service Agreement

between

SITA

and

Burbank-Glendale-Pasadena Airport Authority (“Customer”)

Version 271112

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- Solution Line Terms
- Maintenance and Support Schedule
- Maintenance and Support Schedule – Appendix I
- Service Levels Schedule
- Pricing Schedule

- Exhibit 1: Sample Airline User Agreement
- Attachment 1: Equipment/Bill of Materials

PARTICULARS

Parties	SITA	Name	SITA Information Networking Computing USA Inc.
		Address	3100 Cumberland Blvd. Suite 200, Atlanta, Georgia, 30339, U.S.A
		Address for notices	As above
		Copy to	SITA 26, Chemin de Joinville 1216 Cointrin – Geneva Switzerland
		Fax	+41 22 747 6166
		Attention	General Counsel
		And to	SITA 3100 Cumberland Blvd. Suite 200, Atlanta, Georgia, 30339 USA
		Fax	+1 770 850 4528
		Attention	Contracts Management Airport Solution Line
Customer		Name	Burbank-Glendale-Pasadena Airport Authority
		Address	2627 Hollywood Way, Burbank California 91505
		Address for notices	As above
		Fax	818-557-0263
		Attention:	Business, Property and Administrative Services

- Recitals**
- A SITA provides airport services and solutions to customers around the world.
 - B Customer contracted SITA to install, operate and maintain CUPPS and related common use systems in 2012. These services terminated on March 31, 2015. Customer owns all of the CUPPS and common use related systems equipment including spare parts that are to be operated and maintained by SITA under this Agreement.
Customer provided a 3 month extension to SITA to continue operation and maintenance of the installed systems between April 1, 2015 and June 30, 2015.
Customer provided a second extension of 3 months to SITA to continue operation and maintenance of the installed system between July 1, 2015 and September 30, 2015.

Customer has requested, and SITA has agreed to provide operations and maintenance services of the BUR CUPPS and related common use systems for an additional period of time.

This Service Agreement covers the terms and conditions of the SITA services.

Service(s)	Operate and maintain the BUR CUPPS and common use systems: CUPPS, CUSS, VoIP Single Sign-On, EVIDS(AirportVision), LAN, IP Telephony, Audio Paging(AirportVoice)		
Master Services Agreement (if any)	None		
Agreement(s) superseded and replaced by this Service Agreement (if any)	None		
Airport(s)/ Site(s)	Burbank Bob Hope Airport		
Effective Date	01 October 2015		
Initial Term	Four (4) years commencing 01 October 2015 and ending 30 September 2019.		
Governing Law	State of California, United States of America		
Relevant CPI	The Consumer Price Index shall mean the Consumer Price Index for All Urban Consumers for the Los Angeles - Anaheim - Riverside statistical area (CPI-U) (1982-84 = 100) published by the United States Department of Labor, Bureau of Labor Statistics		
SITA Reference(s)	Customer	-NC / 0000058706	
	ALD/NCC		
	ASL Ref.	ASL13AFM0097A	
	C2C Number	1-509852833	
	MSA C2C Number	1-509852819	

1. Definitions

The following words have these meanings in this Service Agreement:

Acceptance Testing means, in respect of a Service, the testing of the Service as part of the delivery and implementation of the Service to Customer in accordance with acceptance testing procedure pre-defined by SITA or agreed between SITA and Customer.

Acceptance Testing Date(s) means, in respect of a Service, the date(s) on which acceptance tests will be carried out by SITA and/or Customer in relation to that Service.

Acceptance Certificate means a certificate evidencing successful completion of Acceptance Testing.

Affiliate means, with respect to any person, any entity that directly or indirectly through one or more intermediaries Controls or is Controlled by such person or is under direct or indirect common Control with such person.

Airline User means each airline approved by BGPAA and SITA to legally use the systems defined in the product service schedules attached herein; whose use is governed by an agreement between each individual Airline User and SITA. Please see Exhibit 1: Sample Airline User Agreement for the terms and conditions that govern the Airline User agreement with SITA.

Airport(s) means the airport(s) or Site(s) specified in the Particulars, where or with regards to which the Services will be provided.

Airport User means, where Customer is the Airport Authority for the Airport(s), a person or entity that has entered into an agreement (either actual or implied) with SITA for use of the CUPPS and related common use systems (as defined in the Service Schedules) installed by SITA.

Airport Authority means an airport operator and/or a Government Agency having authority over all or part of an airport's operations.

Application means the software application used by SITA to provide the relevant Service.

Application Interface means software designed and developed to allow the movement of data to/from an external application from/to AODB. The interface will cater for the transitioning or merging of data into the AMS format in order to transfer it, but will not support independent business logic / functionality within the interface (this should be done within the appropriate application prior to transfer)

Change means modification(s) to a Service that may require a change to the Service Agreement.

Change Management Procedure is defined in clause 2.8.

Change Request means a request for modification(s) to a Service that may require a change to the Service Agreement.

Charges means, in respect of a Service, the fees and charges applicable to the provision of that Service, as set out in the Pricing Schedule or elsewhere in this Service Agreement.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Confidential Information to the extent permitted by law, means all information furnished or disclosed, in whatever form or medium, by the Discloser (or any of its Affiliates or Representatives) to the Recipient before, on or after the date of this Service Agreement relating to proprietary business, technology or other affairs of the Discloser or any of its Affiliates. Confidential Information includes all of the trade secrets, designs, technical specifications, business plans, marketing plans, know-how, data, contracts, documents, business concepts, customer lists, customer data, costs, financial information, profits, billings, referral sources, existing or future services, products, operations, management, pricing, financial status, goals,

strategies, objectives and agreements of the Discloser and any of its Affiliates, all of which is deemed confidential and proprietary, but does not include any information which the Recipient can demonstrate:

- (a) was publicly available at the time of disclosure or later became publicly available through no act or omission of the Recipient; or
- (b) was already lawfully in its possession at the time of disclosure; or
- (c) was rightfully received by the Recipient from a third party without any obligation of confidentiality known to the Recipient; or
- (d) was independently developed by or for the Recipient without use of the Discloser's Confidential Information.

Control means, in respect of an entity, the ability (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors (or other governing body) of that entity, the voting rights of the majority of voting securities of the entity, or the management of the affairs of that entity.

CUSS means common-use self-service.

Customer means, the Burbank-Glendale-Pasadena- Airport Authority (BGPAA); further defined as the entity entering into this Service Agreement as counterparty to SITA.

Customer User Identifier means a unique code issued to each Airline User, which when used with certain equipment, allows each Airline User to access and use a Service.

Cutover means, in respect of a Service, the operation by which such Service is made operational and available for use by Customer and its Airport Users.

Diagnostics has the meaning set out in paragraph 2.2.5.2.

Discloser means the party disclosing Confidential Information.

Dispute means any dispute, controversy, difference or claim between the parties as to the construction of this Service Agreement, the rights or obligations of a party or any other matter arising out of or relating to this Service Agreement including any question regarding the existence, validity or termination of this Service Agreement (in whole or in part).

Defer Time means cumulated time where SITA is unable to progress the resolution of an Incident due to events outside the responsibility of SITA (including local Customer contact being unavailable, Incident residing outside the scope of the Service, any Force Majeure Event).

Dispute Notice is defined in clause 26.3.

Equipment is defined in clause 3 of the Solution Line Agreement.

Equipment Schedule means any schedule with that title attached to this Service Agreement.

Expected Service Availability means the time the Service or a Service Element (as the case may be) is expected to be available during the Measurement Period, after deducting Scheduled Downtime.

Fault means a fault, failure or malfunction in the Proper Operational Condition of the Equipment.

Fault Call means the notification made by Customer to the GSC to report the non-operability of the Equipment.

Force Majeure Event means an event which:

- (a) is beyond the reasonable control of the affected party and which the affected party cannot prevent or overcome; and
- (b) prevents total or partial performance of the obligation(s) of the affected party, and
- (c) does not arise through the fault or negligence of the affected party.

Forced On-Net Call means a call from a Customer site to another Customer site, using an analogue telephone line format with the forced on-net feature of the Service. Calls are automatically routed on-net whenever possible.

General Terms means the general terms and conditions applicable to the provision of the Services, contained in a schedule to the Agreement.

GSC means SITA's global support centers, the details of which will be notified by SITA to Customer from time to time.

Government Agency means any governmental, quasi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

IMACD means an install, move, add, change or delete request with respect to equipment.

Implementation Plan means any document (whether entitled implementation plan, project plan, statement of work or words denoting the same or similar) or set of such documents which specify the activities and/or the times for the implementation of one or more Services to be provided under such Service Agreement.

Incident means, unless otherwise defined in the applicable Service Schedule, any event which is not part of the standard operation of a Service and which causes or may cause an interruption or reduction of the quality of the Service.

Incident Record has the meaning set out in clause 4.2.

Insolvent means having an administrator appointed, being in receivership, in liquidation, in provisional liquidation, wound up, subject to any arrangement, assignment or composition, protected from creditors under any law, dissolved (other than to carry out a restructure while solvent) or being otherwise unable to pay debts when they fall due or anything with the same or similar effect in any jurisdiction.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright (including rights in software and databases), database rights, designs, circuit layouts, trademarks, patents, inventions and discoveries, rights in confidential information, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Initial Notice Period means as set out in paragraph 2.2.5.6.2.1.

IP means internet protocol.

IP Claim is defined in clause 21.1.

IP VPN means internet protocol virtual private network.

LAN means local area network, a computer network that spans a relatively small area.

LIBOR means the London interbank offered rate, the interest rate at which banks borrow funds, in marketable size, in the London Interbank Market (the wholesale money market in London for the offering of deposits between banks in a range of currencies).

Maintenance Service means the service described in paragraph 2.2.5.

Maintenance and Support Schedule means any schedule with that title attached to this Service Agreement.

Materials is defined under **SITA Materials**.

Measurement Period means:

- (a) in respect of AirportConnect Open (if provided to Customer) – three calendar months (on a rolling basis);
- (b) in respect of other Services – one calendar month.

Normal Business Hours means the normal business hours of SITA's or its subcontractor's nearest service centre, which is 9 - 5 local time, Monday - Friday.

Off-Net Call means a call from a Customer site to a public telephone number.

On-Net Call means intra-enterprise call from a Customer site to another Customer site using private numbering plan format.

Onsite Resolver Group means the SITA Personnel to be on-site local engineers or technicians who handle Problem determination and the resolution of Incidents that require physical intervention that SITA has committed to be on-site at the times and days defined in the Maintenance and Support Schedule..

Operational Consumables means all consumable items necessary for the operation of equipment such as paper, thermal print heads, print ribbons, kiosk paper, bag tag and boarding pass paper and cartridges required to operate the equipment that can be installed by a trained Airline User.

PA-DSS means the Payment Application Data Security Standard, defined by the Payment Card Industry Security Standards Council. The PA-DSS applies to those organizations that develop payment applications that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed or licensed to third parties.

PBX means private branch exchange, a private telephone network used within a business.

PCI DSS means the Payment Card Industry Data Security Standard, defined by the Payment Card Industry Security Standards Council, being a common set of internationally applicable requirements specifically designed to provide protection of cardholder data and to ensure that companies that process, store or transmit cardholder data maintain a secure environment.

Planned Changes means changes to equipment or a Service that are scheduled in advance.

Preventive Maintenance means the scheduled cleaning and adjustment of equipment and component parts to maintain reliability and availability.

Pricing Schedule means the schedule with that title attached to this Service Agreement.

Priority Level means the level of severity of an Incident, falling into one of the levels indicated in paragraph 3.2.2 of this Schedule.

Privacy Laws means legislation, rules and regulations relating to personal data protection, personal information and privacy in any and all jurisdictions in or from which SITA provides the Services or any part or parts of them.

Problem means the common cause of multiple Incidents occurring at one time or persisting over a period of time or a single major Incident for which the cause is unknown.

Problem Management means the investigation and resolution of a Problem that has caused (or may be expected to cause) a major Incident or a number of smaller Incidents.

Proper Operational Condition means the correct operational status defined by the supplier or manufacturer of the Equipment or as mutually agreed between the parties and includes the ability of any item of Equipment to run the specified operating system software, but not applications existing on the Equipment.

Recipient means the party receiving Confidential Information.

Reduced Support Period means as set out in paragraph 2.2.5.6.2.2.

Reply is defined in clause 26.4.

Representative means an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venture or sub-contractor, or any similar role or position.

Resolver Group means one of a number of specialist teams, within SITA or contracted to SITA, that may be assigned work in order to resolve an Incident or to investigate a Problem.

Restoration of Service Time means the period between the time of issue by the SITA Service Desk to Customer of an Incident Record and the time at which the Service is restored to an operational level by SITA the times for which are defined in Service Levels Schedules.

Relevant CPI means the index stipulated in the Particulars section of this Service Agreement.

Scheduled Downtime means a period of scheduled downtime for the Service or the Service Element (as the case may be), for the purpose of SITA carrying out activities necessary for the proper operation of such Service or Service Element, such as:

- (a) software loads;
- (b) communication loads;
- (c) upgrades;
- (d) database re-organization;
- (e) preventative maintenance; and
- (f) disaster recovery testing or upgrades.

Service means the implementation, licenses, maintenance, and support of a System provided by SITA pursuant to, and described, in this Service Agreement and that of the Airline User Agreement.

Service Availability means the proportion of Expected Service Availability, expressed as a percentage, which represents the time for which the Service or a Service Element (as the case may be) is available during the Measurement Period. A sample calculation appears in paragraph 3.1.2 of this Schedule.

Service Conditions has the meaning set out in clause 2.3.

Service Cover Period means the times during the day when the Service Levels shall apply to the Service or a Service Element (as the case may be). In the absence of contrary indication, Service Cover Periods are twenty-four hours a day, seven days a week.

Service Credit means any rebate, specified in this Service Agreement for failure by SITA to meet a Service Level.

Service Dependencies has the meaning set out in clause 9.1.1.

Service Documentation means, in respect of a Service, the operational and/or technical documentation provided by SITA to Customer for the Service (as amended from time to time).

Service Element means a specific element of the Service to which a Service Level applies.

Service Level means, in respect of a Service, any service level applicable to that Service, specified in this Service Agreement.

Service Levels Schedule means any schedule with that title attached to this Service Agreement.

Service Period means, in respect of a Service, the period during which SITA will supply that Service to Customer, as specified in the relevant Service Schedule.

Service Schedule means, in respect of a Service, the schedule with that title attached to this Service Agreement that sets out the particular description of that Service.

SITA means SITA Information Networking Computing USA Inc. the company entering into this Service Agreement.

SITA Data means data generated by a Service or supplied by SITA to Customer in relation to a Service.

SITA Marks means all logos, symbols, trademarks, trade names, trade mark rights in any registered business names, service marks, brand names and similar rights, whether registered or unregistered, anywhere in the world, that are owned by SITA.

SITA Materials means all materials which show, display, describe or contains information about other material, including screen layouts, user command sets, user queries, business logic, database structure, tables and stored procedures in whatever form and which is accessed by Customer, Airline User, or provided by SITA pursuant to this Service Agreement.

SITA Network means the communications network which SITA now or in the future integrates, leases, owns or shares and uses for itself and/or on behalf of its customers.

SITA Service Desk has the meaning set out in clause 4.1.1.

Site Survey has the meaning set out in paragraph 2.2.4.2.

Site means the location where a Service is to be provided.

Solution Line Terms means the specific solution line terms and conditions applicable to the provision of the Services, contained in a schedule to this Service Agreement.

Software means the Specified Software or the Ancillary Software (as applicable).

Spares means the units or modules used to replace or repair Equipment that is not in Proper Operational Condition.

Specification means the current version of SITA's detailed description for the Service.

SPOC means single point of contact, an individual designated by SITA and Customer, respectively, to serve as the focal point for all communications between the parties regarding the provision of the Service.

System means in respect of a Service, the hardware, software and everything else required for the delivery and operation of the Service.

Tax(es) means any and all taxes (including sales taxes, value added taxes and income taxes), levies, imposts, charges and duties (including export, import, stamp and transactional duties), whether payable by withholding or otherwise, together with any interest, penalties, fines and expenses in connection with them, except if imposed on the net profit of a party.

TCP/IP means transmission control protocol/internet protocol, a protocol for communication between computers, used as a standard for transmitting data over networks and as the basis for standard internet protocols.

Term means the term of this Service Agreement as set out in clause 1.

Termination Charges means any fees and charges, associated with the termination of a Service (or an element of a Service) as set out in the Pricing Schedule or elsewhere in this Service Agreement.

Time and Materials means a billing concept where all labor expended in the delivery of services is charged on the basis of time spent delivering the services and any expenses incurred for materials used in the delivery of the services are charged to Customer at rates determined by SITA.

Unplanned Changes means changes to equipment or a Service that need to be made immediately to resolve operational problems.

UPS means uninterruptable power supply and is a system whose function is to assure continuous supply of electrical power to critical systems, where mains power supply is interrupted or of low quality.

Virtual On-Net Call means a call from a Customer site to a virtual on-net Customer site, using a private numbering plan format.

VPN means virtual private network.

Workstation means the PC hardware and software, including the operating system, with associated peripherals and peripheral firmware, configured for use by a Airline User.

Year means each 12 month period commencing on the Effective Date of this Service Agreement or its anniversary.

1.1. Interpretation

1.1.1. Unless the contrary intention appears, a reference in this Service Agreement to:

- 1.1.1.1. **(variations or replacement)** a document (including this Service Agreement) includes any variation or replacement of it;
- 1.1.1.2. **(statute)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.1.1.3. **(law)** law means common law, principles of equity, and laws made by the legislature (and laws made by the legislature include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- 1.1.1.4. **(singular includes plural)** the singular includes the plural and vice versa;
- 1.1.1.5. **(person)** the word person includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- 1.1.1.6. **(dollars)** United States dollars, dollars, US\$ or \$ is a reference to the lawful currency of the United States of America;
- 1.1.1.7. **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- 1.1.1.8. **(meaning not limited)** the words include, including, for example or such as when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- 1.1.1.9. **(reference to anything)** any thing (including any amount) is a reference to the whole and each part of it.

1.1.2. Headings are for convenience only and do not affect the interpretation of this Service Agreement.

2. About this Service Agreement

- 2.1. This Service Agreement sets out the terms and conditions under which SITA will provide operations and maintenance services to CUPPS and related common use technologies installed at Bob Hope Airport by SITA, and Customer who desire that SITA continue operation and maintenance of the BUR common use systems.

3. Structure of this Service Agreement

- 3.1. This Service Agreement is constituted of the following (whether attached or otherwise incorporated in this Service Agreement):
- 3.1.1. the General Terms;
 - 3.1.2. the Solution Line Terms;
 - 3.1.3. the Service Schedule(s);
 - 3.1.4. any Equipment Schedule;
 - 3.1.5. the Maintenance and Support Schedule;
 - 3.1.6. the Service Levels Schedule;
 - 3.1.7. the Pricing Schedule; and

3.1.8. any appendices, exhibits or attachments to any of the above.

3.2. In case of any discrepancies between the General Terms and the Solution Line Terms, the latter will prevail.

SIGNING PAGE


Signed for and behalf of **SITA**
by its duly authorized representative:

(Signature)

Name:

Title:

Date:


Mark Gallagher
Vice President
SITA Information Networking Computing, USA
26 August 2015


Signed for and behalf of **Customer**
by its duly authorized representative:

(Signature)

Name:

Title:

Date:


Frank Quintero
President, Burbank-Glendale-Pasadena
Airport Authority
September 24, 2015

General Terms

Version 020113v2

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1. Term

- 1.1. This Service Agreement begins on the Effective Date specified in the Particulars section of this Service Agreement and continues for the Initial Term specified in the Particulars section unless earlier terminated in accordance with its terms.

2. Services

- 2.1. SITA agrees to supply the Services to Customer, and Customer agrees to acquire the Services from SITA, at the prices and on the terms and conditions of this Service Agreement.
- 2.2. SITA will supply each Service for the relevant Service Period.
- 2.3. SITA may provide a Service subject to additional terms and conditions set out in the relevant Service Schedule (**Service Conditions**). If that is the case:
 - 2.3.1. the Service Conditions will take precedence over any inconsistent terms or conditions of this Service Agreement; and
 - 2.3.2. Customer will comply with any Service Conditions imposing obligations on it.
- 2.4. SITA may, on Customer's request and in SITA's sole discretion, agree to provide a Service to an Affiliate of Customer. If so, such Service shall be provided under the terms and conditions of this Service Agreement and Customer:
 - 2.4.1. will be liable for its Affiliate's use of the Service (including for Charges for the Service) and its Affiliate's acts or omissions, as if they were the use, acts or omissions of Customer;
 - 2.4.2. agrees that any breach of Customer's obligations set out in this Service Agreement by its Affiliate in connection with the Affiliate's use of the Service will be deemed to be a breach by Customer;
 - 2.4.3. agrees to ensure that any Claim that its Affiliate may have against SITA or SITA's Affiliates in respect of the Service is brought by Customer, and indemnifies SITA and SITA's Affiliates from all losses, damages, costs and expenses (including reasonable legal expenses) arising out of or in connection with any Claim in respect of the Service brought by its Affiliate directly against SITA or SITA's Affiliates; and
 - 2.4.4. agrees to ensure that its Affiliate will comply with all reasonable directions of SITA to enable SITA to provide the Service to the Affiliate.
- 2.5. If any Service Credits are specified in this Service Agreement for failure of SITA to meet a Service Level applicable to a Service, then Customer may obtain the relevant Service Credits. SITA's sole liability, and the Customer's exclusive remedy, for SITA's failure to meet a Service Level are the Service Credits (if any) which relate to the Service Level in question.
- 2.6. From time to time, SITA may need to implement an emergency or planned Service outage to perform urgent or maintenance work (**Outage**). SITA will aim to provide Customer with as much notice as possible before an Outage.
- 2.7. SITA may at its option on notice to Customer:
 - 2.7.1. modify, enhance or update a Service provided that there is no material reduction in the functionality of the Service; and/or
 - 2.7.2. modify, enhance or update the Service Documentation from time to time, as reasonably required.
- 2.8. If either party would like to request a change to a Service, then Customer agrees to follow any procedure specified for that purpose in the relevant Service Schedule or notified by SITA to Customer from time to time (**Change Management Procedure**).

3. Implementation

- 3.1. Customer and SITA agree that the Services defined within this Agreement have already been implemented and accepted by the Customer. This Implementation Section is included in the event that there is any additional scope of services procured by the Customer via the accepted Change Management process.
- 3.2. SITA will use its reasonable endeavors to provide a Service:
 - 3.2.1. in accordance with the times specified in any applicable Implementation Plan; or
 - 3.2.2. if there is no Implementation Plan in place, reasonably promptly.
- 3.3. Where Acceptance Testing is not required as part of the implementation and delivery of a Service, the following shall apply:
 - 3.3.1. SITA will notify Customer when the Service has been provisioned and is ready for Customer's use.
 - 3.3.2. For clarity, nothing in this Service Agreement permits Customer to use a Service for any purpose prior to SITA's notice to Customer that the relevant Service is ready for use. If Customer uses a Service prior to SITA's notice referred to in the foregoing, then Customer agrees that:
 - 3.3.2.1. the Customer's use of the Service is solely at its own risk;
 - 3.3.2.2. SITA is not liable to Customer in any way in respect of the Customer's use of the Service; and
 - 3.3.2.3. SITA may commence charging for the Service.
- 3.4. Where Acceptance Testing is required as part of the implementation and delivery of a Service, unless anything else is agreed in writing between the parties (in an Implementation Plan or otherwise), the following provisions shall apply:
 - 3.4.1. SITA shall provide notice to Customer as soon as a Service is ready for Acceptance Testing.
 - 3.4.2. SITA shall propose an anticipated Acceptance Testing Date, and Customer shall not unreasonably withhold consent to such anticipated Acceptance Testing Date. If Customer does not so consent to the Acceptance Testing Date, Customer shall communicate and agree with SITA on the soonest next possible Acceptance Testing Date.
 - 3.4.3. On the Acceptance Testing Date the applicable acceptance tests shall be run. Upon successful completion of Acceptance Testing, Customer shall sign an Acceptance Certificate within twenty four (24) hours from the completion of the Acceptance Testing. Should Customer fail to sign the Acceptance Certificate within that time, then the relevant Service shall be deemed accepted.
 - 3.4.4. If Customer is not present at Acceptance Testing, SITA shall be entitled to proceed with Acceptance Testing. Where the tests are successfully completed, the relevant Service shall be deemed accepted and SITA may sign an Acceptance Certificate to record that.
 - 3.4.5. If the Service fails in any material respect during the Acceptance Testing to conform to a material feature of the Service, then SITA shall have a reasonable period of time to identify the cause for the failure of the tests and correct the errors. SITA shall then inform Customer that the Service is again ready for testing and shall offer a new Acceptance Testing Date, whereupon the acceptance process described in this sub-clause 3.4 shall again apply.
 - 3.4.6. Customer agrees that software, by its nature, may have minor defects or errors that do not affect the functionality of such software and therefore, if minor defects in the Software are identified during Acceptance Testing, such defects shall not hinder the acceptance process and Customer shall not be entitled to refuse to sign an Acceptance Certificate on this basis. SITA undertakes to correct the said minor defects within a reasonable period of time, unless SITA determines that such correction should take place in a subsequent release of the Software.
 - 3.4.7. Customer shall provide such assistance in labor, materials, electricity and instruments as may reasonably be required for the carrying out of Acceptance Testing.

3.4.8. Despite any other provision in this Service Agreement, a Service is deemed accepted if, prior to Acceptance Testing, Customer uses (whether itself or through a third party) the relevant Service for any purpose other than testing. In such circumstances:

3.4.8.1. Customer's use of the Service is solely at its own risk;

3.4.8.2. SITA is not liable to Customer in any way in respect of Customer's use of the Service; and

3.4.8.3. SITA may commence charging for the Service.

4. Service Desk

4.1. SITA will provide Customer with:

4.1.1. a service desk that will be available for the lodgment of Incidents by Customer on a 24 hours a day, 7 days a week basis (**SITA Service Desk**); and

4.1.2. details of the SITA Service Desk, including contact details.

4.2. Customer must report all Incidents to the SITA Service Desk and give accurate details of the Incident, and all other information necessary for SITA to investigate the Incident. Alternatively, SITA may determine that there is an Incident and promptly report the condition to Customer. At this point an Incident record will be logged by the SITA Service Desk in its Service management systems (**Incident Record**) and Customer will be informed of the Incident Record number.

5. Intentionally Deleted

6. Intentionally Deleted

7. SITA Data

7.1. Customer agrees that SITA is not responsible or liable for the correctness, accuracy or reliability of SITA Data or the use of SITA Data by Customer.

7.2. SITA will use reasonable commercial efforts to ensure that there are no errors or omission (including any delay, corruption, interruptions, destruction or faulty conversion) in SITA Data.

7.3. If there are serious errors or omissions in any SITA Data, then Customer may, within 7 days of the delivery of that edition of the data notify SITA of those errors or omissions. In such case:

7.3.1. if the errors or omissions were solely caused by SITA, SITA's sole obligation, and Customer's sole remedy, will be, where technically possible, to re-generate the SITA Data as soon as practicable, and deliver the regenerated edition of the SITA Data to Customer at no additional charge; or

7.3.2. if the errors or omissions were not solely caused by SITA, at the request of Customer, SITA will, where technically possible, re-generate the SITA Data and deliver the regenerated edition of the SITA Data to Customer, and may invoice, and Customer agrees to pay, SITA's reasonable fees and charges to perform the re-generation of the SITA Data.

7.4. Customer acknowledges and agrees that:

7.4.1. certain data may be provided to SITA by Government Agencies or other third parties and resupplied to Customer as SITA Data; and

7.4.2. SITA:

7.4.2.1. will provide the data referred to Customer "as is" and without any warranties or guarantees whatsoever; and

7.4.2.2. is not liable to Customer in any way for such data, including as to its accuracy or otherwise.

8. Intentionally Deleted

9. General Customer Obligations

- 9.1. Customer will, at its cost and expense:
- 9.1.1. select, supply and maintain connections, communication lines, data links and associated data transmission equipment, as well as any other (SITA or third party's) service, equipment or software, which may be necessary for access to or use of a Service (as specified in the Service Schedule or advised by SITA) (**Service Dependencies**);
 - 9.1.2. co-operate with and provide all reasonable assistance to SITA to enable SITA to perform its obligations under this Service Agreement and supply the relevant Service to Customer, including by:
 - 9.1.2.1. performing in a timely manner any action required from it under any applicable Implementation Plan;
 - 9.1.2.2. providing in a timely manner all information as is reasonably necessary for SITA to commence the Service;
 - 9.1.2.3. upon request by SITA, designating a technical and/or commercial Representative to act as Customer's point(s) of contact for SITA and/or to support the provision of the Service;
 - 9.1.2.4. providing SITA and its Representatives access to each Site and a suitably qualified and informed Representative to accompany SITA's Representative(s) to and at the Site;
 - 9.1.2.5. co-ordinating as required between SITA and any third party operating at the Site which impacts SITA's ability to deliver or operate the Service;
 - 9.1.2.6. preparing the Site where Equipment is to be installed and allocating the required space at such Site; and
 - 9.1.2.7. providing the necessary facilities for the operation of Equipment at the Site, such as power supply, electrical installations and cabling.
 - 9.1.3. ensure that all software and equipment connected to the Services by it, or on its behalf, is technically compatible with the relevant Service and that such software and equipment complies with and is used in accordance with SITA's directions or procedures, local, national or international laws and regulations or any applicable Airport Authority regulations;
 - 9.1.4. implement security in accordance with best industry practice to protect the integrity and security of use of a Service and notify SITA if it becomes aware, or reasonably suspects, that there is a threat to the secure operation of the Service;
 - 9.1.5. be responsible for any Customer use of a Service, or any Customer facility connected to a Service on its premises. Customer agrees that SITA will have sole access to the system and SITA will be the sole provider of Airline User access. Only SITA staff will have Administrator log-ins and rights to the Systems. Airline User responsibilities are covered in the Airline User Agreement with SITA.
 - 9.1.6. comply with SITA's reasonable directions relating to the Customer's use of a Service and other operational procedures notified to it by SITA from time to time; and
 - 9.1.7. only use the relevant Service up to any maximum number of workstations, Sites or Airline Users as may be specified by or permitted under this Service Agreement.

10. Use of Service

- 10.1. Customer acknowledges and agrees that SITA has no control over Customer's use of a Service, including the content of data transmitted through a Service by Customer or third parties, and agrees that Customer is solely responsible for the content of any data or information which it sends or receives using a Service.

- 10.2. Without qualifying clause 10.1, Customer undertakes not to use a Service:
- 10.2.1. in a manner that, in the reasonable opinion of SITA, may adversely affect the efficiency, security or use of the Service by other SITA customers;
 - 10.2.2. for an illegal purpose or in a manner that would cause SITA to be in breach of any law, local, national or international regulation;
 - 10.2.3. to access any computer, network, or data of a person in any unauthorized manner, including attempting to:
 - 10.2.3.1. retrieve, alter or destroy data;
 - 10.2.3.2. probe, scan or test the vulnerability of a system or network; or
 - 10.2.3.3. breach or defeat any system or network security, authentication, authorization, confidentiality, intrusion detection, monitoring, or other security measures;
 - 10.2.4. to transmit, distribute, disseminate, publish, process or store any material that:
 - 10.2.4.1. violates any applicable law;
 - 10.2.4.2. infringes another person's rights, including Intellectual Property Rights;
 - 10.2.4.3. is defamatory, abusive, obscene, indecent, or harassing; or
 - 10.2.4.4. contains software viruses, trojan horses or any computer code, files or programs, designed to disrupt, destroy, invade, gain unauthorized access to, corrupt, observe or modify without authorization, data, software, computing or network devices, or telecommunications equipment.

11. Third Party Approvals

- 11.1. If the delivery of any Service (or element of a Service) requires:
- 11.1.1. any Government Agency permit or approval (for example, a regulatory permit for SITA to provide a Service in the jurisdiction where the Service is delivered);
 - 11.1.2. any Airport Authority permit or approval (for example, a permit or approval for SITA to install, operate or maintain Equipment at an airport); or
 - 11.1.3. any other third party permit or approval;
- Customer agrees to provide reasonable assistance to SITA to obtain such permits or approvals.
- 11.2. If the use of any Service (or element of a Service) by Customer requires permits or approvals similar to those mentioned in clause 11.1, SITA agrees to provide reasonable assistance to Customer to obtain such permits or approvals.
- 11.3. The parties acknowledge that the delay or withdrawal of any permit or approval, referred to in clauses 11.1 and 11.2, that prevents or limits SITA's ability to provide a Service (or element of a Service) and/or Customer's ability to receive or use such Service (or element of a Service) will constitute a Force Majeure Event for the purposes of this Service Agreement, provided all other conditions contained in the definition of Force Majeure Event are also met.

12. Intentionally Deleted.

13. Charges

- 13.1. Customer will pay to SITA the Charges in accordance with this Service Agreement.
- 13.2. Unless otherwise specified in the Pricing Schedule or elsewhere in this Service Agreement:
- 13.2.1. SITA may commence invoicing the Charges for a Service from the actual date when SITA made the Service available for use by Customer; and

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- 13.2.2. SITA will invoice the Charges for a Service monthly.
- 13.3. Unless otherwise specified in the Pricing Schedule or elsewhere in this Service Agreement, Charges are expressed in United States dollars (US\$).
- 13.4. Customer must pay the Charges in the currency in which they are expressed in this Service Agreement, unless it is precluded to do so by law.
- 13.5. Unless disputed in good faith under clause 13.7, Customer agrees to pay:
- 13.5.1. the Charges and any other amounts due to SITA under this Service Agreement, except any interest charged by SITA in accordance with clause 13.6, within thirty (30) days of the date of issue of the SITA invoice; and
- 13.5.2. any interest invoiced by SITA in accordance with clause 13.6 within fifteen (15) days of the date of issue of the SITA invoice.
- 13.5.3. Customer agrees to pay by check to the remittance address published on each invoice.
- 13.6. If Customer does not pay any amount due to SITA under this Service Agreement in accordance with clause 13.5.1, SITA may charge an interest (calculated on a daily basis) on such amount from the first day that it became overdue to the date that it is received by SITA, at an annual rate equal to the average LIBOR 12 months rate (as published by Thomson Reuters) during the 30 day period preceding the date on which the amount became payable under this Service Agreement, plus 1%, multiplied by:
- 13.6.1. 1.25 for amounts due over 30 days,
- 13.6.2. 1.50 for amounts due over 60 days; and
- 13.6.3. 1.75 for amounts due over 90 days.
- For example, if the applicable average LIBOR 12 months rate is 1.75%, then the applicable interest for amounts due over 30 days but less than 60 days is $(1.75 + 1.0) \times 1.25 = 3.438\%$ per year.
- 13.7. Customer may only make a claim that the Charges or any other amounts on an invoice for a Service are incorrect within three (3) months from the date of issue of the relevant SITA invoice.
- 13.8. SITA may, on reasonable notice to Customer, vary a Charge or impose additional charges to the extent such variation or additional charges are required for (or in connection with) any compulsory statutory or regulatory programs.
- 13.9. Customer may not set off against any amount due for payment by Customer to SITA any amount owed by SITA to Customer, unless otherwise agreed in writing between SITA and Customer.

14. Taxes

- 14.1. Unless otherwise specified in the Pricing Schedule or elsewhere in this Service Agreement, the Charges do not include any Taxes, and Customer must pay (or reimburse SITA for the payment of) all Taxes arising in connection with Services, Equipment, Software or this Service Agreement.
- 14.2. If a law requires Customer to deduct, on account of Taxes, any amount from payment due to SITA under this Service Agreement, then Customer agrees to:
- 14.2.1. deduct the amount required to be deducted on account of Taxes;
- 14.2.2. pay an amount equal to the amount deducted to the relevant Government Agency in accordance with the applicable law and give the original payment receipts to SITA; and
- 14.2.3. pay an additional amount to SITA such that SITA receives the full amount of the payment that it would otherwise have received but for the deduction referred to in clause 14.2.1.

15. Confidentiality

- 15.1. The Recipient will use Discloser's Confidential Information only for the purpose of exercising its rights or performing its obligations under this Service Agreement, and will make no use of the Discloser's Confidential Information, in whole or in part, for any other purposes.
- 15.2. The Recipient may not disclose Discloser's Confidential Information to any person except:
 - 15.2.1. to its Representatives, Affiliates or Representatives of its Affiliates, who have a legitimate need to know such information; or
 - 15.2.2. with the consent of the Discloser (which may be given or withheld in its absolute discretion); or
 - 15.2.3. if the Recipient is required to do so by law, regulatory authority or a stock exchange; or
 - 15.2.4. if the Recipient is required to do so in connection with legal proceedings relating to this Service Agreement.
- 15.3. A Recipient disclosing Confidential Information to persons under clause 15.2.1 must advise such persons of this Service Agreement and direct them to treat Discloser's Confidential Information in accordance with the terms of this Service Agreement.
- 15.4. A Recipient disclosing Confidential Information in accordance with clause 15.2.3 must:
 - 15.4.1. if it is practicable to do so, give the Discloser prompt written notice of such required disclosure in order to afford the Discloser an opportunity to seek a protective order or other legal remedy to prevent the disclosure;
 - 15.4.2. reasonably cooperate with the Discloser's efforts to secure such a protective order or other legal remedy to prevent the disclosure; and
 - 15.4.3. use reasonable efforts to resist disclosure until an appropriate protective order or other legal remedy to prevent the disclosure is obtained.
- 15.5. If, in the absence of a protective order or other legal remedy referred to in clause 15.4, the Recipient is legally required to disclose Discloser's Confidential Information, the Recipient may disclose such information without liability hereunder, provided that the disclosure is limited to only the Confidential Information specifically required to be disclosed.
- 15.6. Upon written request, to the extent consistent with law or professional obligation, the Recipient will return to the Discloser or destroy all Confidential Information in any form and promptly destroy any and all material or information derived from the Confidential Information, including any copies, except that one copy of the same may be retained for archival, professional and evidence purposes only.
- 15.7. A party may not make press or other announcements or releases relating to this Service Agreement or any subject matter of this Service Agreement without the approval of the other party as to the form and manner of the announcement or release unless and to the extent that the announcement or release is required to be made by the party by law or by a stock exchange.
- 15.8. SITA may:
 - 15.8.1. use or refer, in writing or otherwise, to Customer (including its name) for reference or other promotional purposes.
- 15.9. Except as otherwise agreed or duly required by law or any regulatory authority, no party will disclose the terms of this Service Agreement to any person other than its and its Affiliates' Representatives (on a need to know basis).
- 15.10. The parties acknowledge and agree that the technical and other access information and details (including Airline User Identifiers) in relation to a Service are SITA's Confidential Information.

16. Privacy

- 16.1. If Customer or its Affiliates have provided to SITA any Personal Data to enable SITA to provide a Service, SITA will:
- 16.1.1. use and/or hold such Personal Data for the purposes and in the manner directed by Customer and shall not otherwise modify, amend or alter the contents of such Personal Data;
 - 16.1.2. not disclose or permit the disclosure of such Personal Data to any third party, unless specifically authorized in writing by Customer;
 - 16.1.3. implement appropriate technical and organizational measures to protect such Personal Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized disclosure or access; and
 - 16.1.4. return to Customer or delete (if so requested by Customer) such Personal Data when requested by Customer or on termination or expiry of this Service Agreement (whichever occurs first).
- 16.2. Customer will ensure that any Personal Data provided to SITA as referred to in clause 16.1 shall have been lawfully obtained and is limited to such Personal Data as is strictly necessary for the purposes of the Services.
- 16.3. Where SITA is unable to perform an obligation under this Service Agreement without breaching the Privacy Laws, SITA will notify Customer, but will not be obliged to perform such obligation for as long as performance will breach the Privacy Laws.

17. Data Security

- 17.1. SITA will:
- 17.1.1. take appropriate technical and organizational measures to protect all data handled by it as a consequence of the Services against accidental or unlawful destruction or accidental loss, alterations, and unauthorized disclosure or access; and
 - 17.1.2. use reasonable commercial endeavors to protect data from virus infection or third party intervention.
- 17.2. Notwithstanding clause 17.1, unless otherwise expressly stated in the Service Schedule for a particular Service, falling within the remit of application of PCI DSS or PA-DSS, such Service, and any Equipment and/or Software provided pursuant to such Service, are not compliant with PCI DSS or PA-DSS (as applicable).
- 17.3. Customer undertakes not to:
- 17.3.1. use, in conjunction with payment card data, payment applications or other applications that store, process or transmit payment cardholder data, any Service, Equipment or Software, which does not comply with PCI DSS or PA-DSS (as applicable); nor
 - 17.3.2. use, in conjunction with any Service, Equipment or Software which is PCI DSS or PA-DSS compliant (as applicable), any third party services, equipment or software which does not comply with PCI Security Standards Council issued requirements, such as PCI DSS or PA-DSS (as applicable).

18. Intellectual Property Rights

- 18.1. All Intellectual Property Rights in the Service and the SITA Materials are either licensed to or are the property of SITA and other than as expressly provided in this Service Agreement, this Service Agreement does not convey to Customer any right, title or interest in them.
- 18.2. SITA hereby grants to Customer a non-transferable, non-exclusive license to use the SITA Materials solely for the purposes of this Service Agreement for the Term. Customer undertakes not to use, or authorize any third party to use, the SITA Materials for a purpose outside the scope of this Agreement.

19. Warranties

- 19.1. Each party warrants and represents to the other that:
 - 19.1.1. it has the right, power and authority to enter into this Service Agreement and to perform its obligations under this Service Agreement; and
 - 19.1.2. all corporate and other action required to authorize the execution of this Service Agreement and its performance has been duly taken.
- 19.2. SITA warrants that:
 - 19.2.1. it will provide the Services with reasonable care and skill that can be expected from a competent communications and information technology services provider operating in the air transport industry; and
 - 19.2.2. the Services (including any Software or Equipment provided by SITA) will, after installation by SITA and acceptance by Customer, provide to a substantial degree the facilities and functionalities set out in the relevant Service Schedules when used by Customer in accordance with the terms of this Service Agreement.
- 19.3. Customer warrants that it has satisfied itself as to the scope and suitability of the Services provided by SITA under this Service Agreement.

20. LIMITATION OF LIABILITY

- 20.1. LIMITATION OF LIABILITY. SUBJECT TO CLAUSE 20.3:
 - 20.1.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY:
 - 20.1.1.1. LOSS OF ANTICIPATED BUSINESS OPPORTUNITIES, CONTRACTS, REVENUES, PROFITS OR SAVINGS;
 - 20.1.1.2. DAMAGE TO GOODWILL OR REPUTATION; OR
 - 20.1.1.3. INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE,ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW;
 - 20.1.2. SUBJECT TO CLAUSE 20.1.3 BELOW, SITA'S LIABILITY TO CUSTOMER AND ITS AFFILIATES WITH RESPECT TO A SINGLE CLAIM ARISING OUT OF OR IN CONNECTION WITH A SINGLE SERVICE PROVIDED BY SITA UNDER THIS SERVICE AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW, IS LIMITED TO AN AMOUNT EQUAL TO ALL CHARGES PAID UNDER THIS SERVICE AGREEMENT FOR THE RELEVANT SERVICE IN THE TWO MONTHS PRECEDING THE DATE OF THE EVENT OR THE FIRST EVENT IN A SERIES OF RELATED EVENTS GIVING RISE TO THE CLAIM; AND
 - 20.1.3. SITA'S LIABILITY TO CUSTOMER AND ITS AFFILIATES WITH RESPECT TO ALL CLAIMS, ARISING OUT OF OR IN CONNECTION WITH ALL SERVICES PROVIDED BY SITA UNDER THIS SERVICE AGREEMENT IN EACH RELEVANT YEAR, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW, IS LIMITED TO THE GREATER OF:
 - 20.1.3.1. US\$100,000; AND
 - 20.1.3.2. AN AMOUNT EQUAL TO ALL CHARGES PAID UNDER THIS SERVICE AGREEMENT IN RESPECT OF ALL SERVICES PROVIDED BY SITA UNDER THIS SERVICE AGREEMENT IN THAT YEAR.

FOR THE PURPOSE OF THIS CLAUSE 20.1.3, THE RELEVANT YEAR IS THE YEAR IN WHICH THE EVENT OR THE FIRST EVENT IN A SERIES OF RELATED EVENTS GIVING RISE TO THE CLAIM OCCURRED.

- 20.2. NOTWITHSTANDING ANYTHING ELSE IN THIS SERVICE AGREEMENT, SITA'S LIABILITY WILL BE REDUCED TO THE EXTENT THE LOSS OR DAMAGE IS CAUSED BY THE CUSTOMER OR ITS REPRESENTATIVES.
- 20.3. NOTHING IN THIS SERVICE AGREEMENT OPERATES TO LIMIT OR EXCLUDE A PARTY'S LIABILITY FOR:
- 20.3.1. DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE;
 - 20.3.2. FRAUDULENT MISREPRESENTATION;
 - 20.3.3. ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW; OR
 - 20.3.4. SAVE FOR THE LIMITATION CONTAINED IN CLAUSE 21.3, ANY OF THE INDEMNITIES GIVEN IN THIS SERVICE AGREEMENT.
- 20.4. THIS SERVICE AGREEMENT SETS OUT THE FULL EXTENT OF THE PARTIES' OBLIGATIONS AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT AND THERE ARE NO CONDITIONS, WARRANTIES, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED THAT ARE BINDING ON THE PARTIES EXCEPT AS SPECIFICALLY STATED OR CONTEMPLATED IN THIS SERVICE AGREEMENT. ANY CONDITION, WARRANTY, REPRESENTATION OR OTHER TERM WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THIS SERVICE AGREEMENT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, IS HEREBY EXPRESSLY EXCLUDED.

21. Indemnities

- 21.1. If during the Service Period of a Service a person alleges that the Customer's use of such Service or any part thereof (including the Equipment or the Software) in accordance with this Service Agreement is an infringement of that person's patents, copyright, trademarks, design rights or trade secrets (such allegation, an IP Claim), Customer will without undue delay notify SITA in writing of such alleged IP Claim. Following such notification, SITA may (at SITA's option):
- 21.1.1. procure the right for Customer to continue using the Service (or the infringing part of it);
 - 21.1.2. replace or modify that Service (or the infringing part of it) so that it becomes non-infringing; or
 - 21.1.3. repay to Customer any Charges which Customer has paid to SITA under this Service Agreement in respect of the Service (or the infringing part of it) to which the IP Claim relates in the calendar year that the IP Claim arose and terminate the provision of the Service (or the infringing part of it).
- 21.2. If SITA's actions referred to in clause 21.1 are insufficient to prevent loss or damage occurring to Customer, subject to clause 21.3, SITA will indemnify Customer against any damages, costs and expenses (including legal expenses) finally awarded against Customer by a court or arbitral tribunal in respect of the IP Claim, provided that Customer:
- 21.2.1. makes no admission in relation to the IP Claim or any statement that is prejudicial to or otherwise impacts on the defense or settlement of the IP Claim;
 - 21.2.2. authorizes SITA to conduct the defense or any related settlement of the IP Claim on Customer' behalf (SITA will do so at its expense);
 - 21.2.3. provides SITA with all assistance and information reasonably required by SITA to enable SITA to conduct the defense or settle the IP Claim; and
 - 21.2.4. does all things reasonable to mitigate any damage and loss arising from the IP Claim.

- 21.3. **LIMITATION OF LIABILITY FOR IP CLAIMS.** SITA'S TOTAL LIABILITY WITH RESPECT TO PATENT INFRINGEMENT IN THE UNITED STATES OF AMERICA AND CANADA SHALL BE LIMITED WITH RESPECT TO EACH IP CLAIM OR SERIES OF CONNECTED IP CLAIMS TO AN AGGREGATE AMOUNT OF US\$2,000,000.
- 21.4. The indemnity in clause 21.2 will not apply where the IP Claim results from or relates to:
- 21.4.1. any modification, adaptation or development of a Service or any part thereof (including the Equipment or the Software) not made by or on behalf of SITA;
 - 21.4.2. any combination or use of a Service or any part thereof (including the Equipment or the Software) with any item or in a manner not authorized by this Service Agreement or by SITA;
 - 21.4.3. failure by Customer to use a replacement or modification of a Service (or the infringing part of it), which were provided by SITA under clause 21.1.2;
 - 21.4.4. any breach by Customer of its obligations under this Service Agreement;
 - 21.4.5. actions taken by SITA at the specific request of Customer (for example complying with specifications provided by Customer); or
 - 21.4.6. subject to clause 21.5, any third party-manufactured Equipment or third party proprietary or open source Software or software code.
- 21.5. SITA will provide Customer with the benefit of any indemnity provided to SITA from a third party in relation to a third party-manufactured Equipment and third party proprietary or open source Software or software code.
- 21.6. The remedies set out in this clause 21 are Customer's sole and exclusive remedies with respect to IP Claims.
- 21.7. Customer will have the same rights and will afford SITA the same indemnities to the same degree as SITA affords to Customer under this clause 21 (with respect to an IP Claim), in case of any Claim made against SITA during the Service Period of a Service:
- 21.7.1. by any person, alleging that SITA's use of any Customer Data, equipment, software, systems or anything else, which Customer or its Affiliates have provided to SITA to enable SITA to provide such Service, is an infringement of such person's Intellectual Property Rights;
 - 21.7.2. by any person, alleging that SITA's use of any Personal Data, which:
 - 21.7.2.1. Customer or its Affiliates have provided to SITA to enable SITA to provide such Service, or
 - 21.7.2.2. which SITA has processed on behalf of Customer or its Affiliates in the course of provision of such Service,infringes the privacy of any person or breaches any Privacy Law.
 - 21.7.3. by any third party service provider of Customer or an Affiliate of Customer, relating to any act or omission of Customer, its Affiliate or any of their Representatives.

22. Force Majeure

- 22.1. If a party is unable to perform or is delayed in performing an obligation under this Service Agreement because of a Force Majeure Event, then:
- 22.1.1. that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event; and
 - 22.1.2. the party affected by the Force Majeure Event will not be liable for delay or failure to perform any of its obligations in this Service Agreement (including in respect of Service Levels).
- 22.2. If a Force Majeure Event occurs, the non-performing party must:
- 22.2.1. promptly give the other party notice of the event and an estimate of the non-performance and delay;

- 22.2.2. take all reasonable steps to overcome the effects of the event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and
- 22.2.3. resume compliance as soon as practicable after the event no longer affects the party.
- 22.3. Neither party will have the right to claim or receive damages for any delay or non-performance of obligations by the other party resulting from a Force Majeure Event.
- 22.4. If a delay or failure to perform any party's obligations due to a Force Majeure Event exceeds 90 days, the party not affected by the Force Majeure Event may terminate this Service Agreement in whole or with respect to the affected Service only (as relevant) with notice to the other party.

23. Suspension and Cancellation of Service

- 23.1. SITA may limit, suspend or cancel a Service at any time with or without prior notice to Customer if, in SITA's sole opinion:
 - 23.1.1. there is an event of emergency;
 - 23.1.2. the supply or use of a Service is or will become unlawful;
 - 23.1.3. any permit or approval referred to in clause 11.1 is or will be withdrawn;
 - 23.1.4. there is an actual or threatened IP Claim, as referred to in clauses 21.1 or 21.2; or
 - 23.1.5. the provision of a Service is liable to cause or result in death or personal injury or damage to property.
- 23.2. Without qualifying or limiting clause 23.1, SITA may limit or suspend the provision of a Service at any time on notice to Customer in writing with immediate effect if Customer:
 - 23.2.1. fails to pay the Charges or any other amounts due to SITA under this Service Agreement for that Service within seven (7) days of the expiry of the payment period specified in clause 13.5, except where Customer has disputed them in good faith under clause 13.7;
 - 23.2.2. breaches any of its obligations under this Service Agreement; or
 - 23.2.3. becomes Insolvent.
- 23.3. Where provision of a Service has been limited or suspended by SITA due to circumstances referred to in clause 23.2, if such circumstances later cease to exist or are remedied by Customer, then Customer:
 - 23.3.1. may request SITA to commence re-supplying (or re-supplying in full) the relevant Service; and
 - 23.3.2. agrees to pay any re-activation and/or installation fees in relation to the commencement of the re-supply (or the re-supply in full) of the Service.

24. Termination

- 24.1. Each party may, on notice in writing to the other party, terminate this Service Agreement in part, with respect to any affected Service or Services, or in whole, where all Services have been affected, if:
 - 24.1.1. the other party commits a material breach of this Service Agreement (or breaches a material provision of this Service Agreement) that is not capable of remedy;
 - 24.1.2. the other party commits a material breach of this Service Agreement (or breaches a material provision of this Service Agreement) and, if the breach is capable of remedy, the other party does not remedy the breach within 30 days of its receipt of a notice from the first party requiring the other party to rectify that breach; or
 - 24.1.3. the other party is Insolvent.

- 24.2. The parties acknowledge that clauses found in Sections 7. SITA Date, 11. Third Party Approvals, Section 19. Warranties, Section 29. Notices, and Section 30. General are examples of material provisions for the purposes of clause 24.1.
- 24.3. SITA may terminate this Service Agreement in part, with respect to any affected Service, or in whole, where all Services have been affected:
- 24.3.1. on ten (10) days' prior written notice to Customer, if Customer fails to pay the Charges or any other amounts due to SITA under this Service Agreement within thirty (30) days of the expiry of the payment period specified in clause 13.5, except where Customer has disputed them in good faith under clause 13.7; or
 - 24.3.2. on notice in writing with immediate effect, if Customer is a member of SITA SC, and subsequently ceases to be a member, where Customer's continued membership in SITA SC is a prerequisite for SITA's capacity to provide the Service(s) to Customer.

25. Consequences of Termination

- 25.1. The termination of this Service Agreement with respect to a particular Service will not affect the application of this Service Agreement to any other Service.
- 25.2. On termination of this Service Agreement with respect to a particular Service:
- 25.2.1. SITA will cease to provide that Service;
 - 25.2.2. Customer must immediately cease all use of the Service, any Service Documentation and other materials provided by SITA under this Service Agreement in relation to the Service and an authorized Representative of Customer must certify in writing that any such Service Documentation or other materials and all copies of them in the possession of Customer have been returned to SITA (or at SITA's option, deleted or destroyed) within 30 days of the effective date of termination;
 - 25.2.3. unless otherwise specified in the relevant Service Schedule, all licenses granted to Customer under this Service Agreement in respect of the Service are immediately terminated;
 - 25.2.4. Customer must, at its own cost and without undue delay, return all Equipment that SITA has provided to Customer under this Service Agreement in respect of the Service, except any Equipment which Customer has purchased from SITA. In the latter case any unpaid part of the purchase price for such Equipment will become immediately due and payable to SITA notwithstanding any previous agreement or arrangement to the contrary;
 - 25.2.5. each party will (on written demand) return all relevant property in its possession belonging to the other party relating to the Service, including all relevant Confidential Information, except Confidential Information which has merged with that party's information or is not otherwise easily accessible;
 - 25.2.6. Customer must pay to SITA all Charges that apply in respect of the provision of that Service up to the termination date and all applicable Termination Charges without any deductions or set off of any kind in accordance with clause 13.5 of this Service Agreement;
 - 25.2.7. SITA may provide to Customer termination assistance (including assistance for the migration of data from the relevant System) for a period of up to ninety (90) calendar days (or longer, if so agreed between the parties) after the date of termination, subject to SITA and Customer agreeing in advance the exact duration, scope and applicable fees for such termination assistance. SITA will use all reasonable endeavors to minimize the cost of termination assistance to Customer. Should Customer elect not to engage SITA to provide assistance with data migration, SITA shall not be liable to Customer for any loss or damage occasioned to data during its migration.
- 25.3. Termination of this Service Agreement in part or in whole does not extinguish or otherwise effect any rights of either party against the other which accrued prior to the time of the termination, or otherwise relate to or arise

from any breach or non-observance of obligations under this Service Agreement which arose prior to the time of termination.

- 25.4. The following clauses will survive the termination of this Service Agreement (in whole or in part): clauses **Error! Reference source not found.** (Definitions and Interpretation), 14.1 (Confidentiality), 20 (Limitation of Liability), 25 (Consequences of Termination), 26 (Dispute Resolution) and 30 (General), as well as any other clause that by its nature is intended to survive such termination.

26. Dispute Resolution

- 26.1. If a Dispute arises, then the parties will use all reasonable endeavors to settle the dispute as quickly as possible.
- 26.2. Unless a party has complied with clauses 26.3 to 26.5, that party may not commence court proceedings relating to the Dispute except where that party seeks urgent interim or interlocutory relief.
- 26.3. Any party claiming that a Dispute has arisen may give a written notice (**Dispute Notice**) to the other party. The Dispute Notice must:
- 26.3.1. identify the party's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of that Party; and
 - 26.3.2. set out succinctly the issues the subject of the Dispute and, with relevant particulars, a description of the circumstances giving rise to the Dispute and the relief sought including, to the extent possible, the amount claimed.
- 26.4. The recipient of the Dispute Notice must within 14 days of receipt of the Dispute Notice reply in writing to the other party (**Reply**). The Reply must:
- 26.4.1. identify the recipient's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of the recipient; and
 - 26.4.2. set out succinctly the recipient's response to the matters set out in the Dispute Notice and any additional matters the recipient considers relevant.
- 26.5. The representatives designated under clauses 26.3 and 26.4 will make whatever investigations each considers appropriate and, within 60 days of receipt of the Reply, use their reasonable endeavors to resolve the dispute on a "without prejudice" basis.

Arbitration. If the Dispute is not resolved within the period of time specified in clause 26.5, then the parties agree to refer and finally resolve the Dispute in front of a single arbitrator under the rules of arbitration of the International Chamber of Commerce (ICC).

The parties will request that institution to Endeavour to appoint an arbitrator with communications, IT or other appropriate technological expertise. The arbitration will take place in Los Angeles, California, United States of America in the English language

27. Intentionally Deleted

28. Third Party Rights

- 28.1. SITA N.V. may in its own capacity enforce the terms of this Service Agreement.
- 28.2. Notwithstanding clause 28.1, it is expressly agreed that the parties may rescind or vary this Service Agreement without the consent of any third person who has the right to enforce the terms of this Service Agreement, even if such rescission or variation extinguishes or alters the right of such third person to enforce the terms of this Service Agreement.
- 28.3. Subject to clause 28.1, this Service Agreement does not operate, and shall not be construed as creating, any rights which is enforceable by any person who is not a party to this Service Agreement.

29. Notices

- 29.1. Unless expressly stated otherwise in this Service Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this Service Agreement must be in writing, signed by the sender (if an individual) or an authorized officer of the sender and marked for the attention of the person identified in the Particulars section of this Service Agreement or, if the recipient has notified otherwise, then marked for attention in the way last notified.
- 29.2. A communication must be:
- 29.2.1. left at the address set out in the Particulars;
 - 29.2.2. sent by prepaid ordinary post (airmail if appropriate) to the address set out in the Particulars; or
 - 29.2.3. sent by fax to the fax number set out in the Particulars.
- However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.
- 29.3. Notices shall not be deemed to be validly served if sent by e-mail.
- 29.4. A communication will take effect from the time it is received unless a later time is specified.
- 29.5. If sent by post, a communication is taken to be received three days after posting (or seven days after posting if sent to or from a different country).
- 29.6. If sent by fax, a communication is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

30. General

- 30.1. This Service Agreement and any Disputes or Claims arising out of or in connection with it or its subject matter or formation (including non-contractual Disputes or Claims) are governed by the law in force in the place specified in the Particulars section of this Service Agreement.
- 30.2. The parties hereby expressly exclude the application of the Hague Convention pertaining to a Uniform Law on International Sale of Goods, dated July 1st, 1964, as well as the United Nations Convention on Contracts for the International Sale of Goods, dated April 11, 1980.
- 30.3. Subject to clause 26.2 only, each party submits to the exclusive jurisdiction of the courts of the place referred to in clause 30.1.
- 30.4. The parties hereby expressly acknowledge and agree that, having taken independent legal advice, the provisions in clauses 20 and 21 have been negotiated and are in all respects fair and reasonable, and reflect a duly considered allocation of risk between the parties.
- 30.5. SITA may sub-contract the whole or any part of the Services to one or more sub-contractors who, acting reasonably, SITA deems competent to provide the Services or part thereof to Customer. On Customer's request, where practicable, the sub-contractor(s) used by SITA shall be notified to Customer.
- 30.6. A party will not assign, transfer or otherwise deal with any of its rights or obligations under this Service Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 30.7. If the whole or any part of a provision of this Service Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Service Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Service Agreement or is contrary to public policy.
- 30.8. This Service Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of

any representation or warranty (whether made innocently or negligently) that is not set out in this Service Agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Service Agreement.

- 30.9. This Service Agreement does not make a party an agent, joint venturer, partner or employee of the other party for any purpose or creates any agency or trust and no party has the power or authority, to bind the other party in any way.
- 30.10. A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Service Agreement expressly states otherwise. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.
- 30.11. Unless otherwise set out in this Service Agreement, the rights and remedies provided in this Service Agreement are in addition to any other rights and remedies given by law independently of this Service Agreement and none of them will be in limitation of any such other right or remedy.
- 30.12. Unless otherwise set out in this Service Agreement, a provision of this Service Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound. A waiver by either party of any of the terms or conditions of this Service Agreement will be not deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach of such term or condition.
- 30.13. Each party agrees to pay its own legal and other costs and expenses in connection with the negotiation, preparation and execution of this Service Agreement.
- 30.14. This Service Agreement may be executed in counterparts. All counterparts, when taken together, will constitute one instrument.
- 30.15. This Service Agreement is executed in the English language. The binding language of this Service Agreement is English.

Airport Solution Line Service Agreement

Solution Line Terms

Version 020312

1. Services

2.1. Notwithstanding any other provision of this Service Agreement:

Customer hereby authorizes SITA to provide dedicated equipment and related services to approved Airline Users.

SITA will provide the Services, as defined by the Product Schedules, to approved Airline Users who have entered into an Airline User Agreement with SITA, per the terms and conditions that follow the "Sample Airline User Agreement" contained in the attached Exhibit A.

Each Airline User will enter into a service agreement with SITA, and with a signed copy of the Airline User Agreement, as a condition for SITA to start providing the Service to the related Airline User. SITA will provide the Airline User with a unique login code which permits the Airline User to access the Services.

SITA has certified various models of workstations, servers and peripherals for use in conjunction with the Services. SITA may, from time to time, certify additional or alternative manufacturers or models of equipment for use with the Services.

Customer Acknowledges:

1. In the event that Airline User fails to comply with any term or conditions of the Airline User Agreement, SITA has the express authority to suspend Airline User's access to the Services; and
2. that SITA will not be held liable, either directly or indirectly, including consequential damages for suspending Airline User's access to the services due its misuse;

3. Equipment

- 3.1. Customer owns the CUPPS and common use system hardware at Burbank Bob Hope Airport Subject to clause 3.2, SITA will operate and maintain the Customer owned Equipment specified in any Equipment Schedule attached to this Service Agreement.
- 3.2. If SITA is not permitted by law to import or locally procure the Equipment or is unable to do so at commercially reasonable terms that are acceptable to SITA, then the parties will agree whether equivalent equipment will be:
 - 3.2.1. procured by SITA on behalf of Customer from a local third party supplier; or
 - 3.2.2. procured by Customer from a local or foreign third party supplier.

4. Software

- 4.1. Customer's use of the Software shall be limited to use on the Equipment and any Approved Customer Equipment, located at the Airport(s).
- 4.2. Notwithstanding any other provision of this Service Agreement, where Customer is the Airport Authority for the Airport(s), Customer may:
 - 4.2.1. authorize the Airport Users to use the Software under the same license terms which apply to the Customer's use of the Software; and
 - 4.2.2. use the Software on behalf of, or for the benefit of, the Airport Users (including using the Software to provide any form of outsourcing, application service provider service, bureau-type service or an equivalent service).

5. Maintenance and Support Services

- 5.1. If this Service Agreement attaches a Maintenance and Support Schedule, that Schedule will specify the maintenance and support services which SITA will provide to Customer in relation to one or more of the Services.

6. Intentionally Deleted

7. Charges

- 7.1. With effect from the first anniversary of the date of commencement of a Service, with a one month prior written notice to Customer, SITA may increase the Charges relating to that Service once in each period of twelve (12) months in line with the percentage increase in the Relevant CPI.

Airport Solution Line Service Agreement

Service Schedules for:

AirportConnect Open

AirportConnect CUSS Kiosk

AirportVision

AirportVoice

IP Telephony

Voice over IP

1. AirportConnect Open Service Description Service Overview

AirportConnect Open (Service) is designed to equip airports with a network of workstations and peripherals that can be used interchangeably by the airport and the airlines and handling agents operating at the airport to access in real time their respective IT applications.

1.1 The Service supports:

- access to departure control systems using industry standard protocols;
- simultaneous use of several applications on workstations;
- use of the following peripherals used in passenger processing, such as, boarding pass printers, bag tag printers, document printers, boarding gate readers, bar code readers, card readers, passport readers, self-bag drops and self-boarding gates.

1.2 As part of the Service, SITA will provide Service security and redundancy, load balancing, as well software monitoring.

- Service usage statistics are gathered automatically and transmitted to SITA for billing purposes. SITA can make such statistics available to Customer on request.

1.3 Optional features of the Service, available on request by Customer are:

1.3.1 Dedicated Peripherals

Allows airlines and handling agents operating at an airport to use own dedicated peripherals if the peripheral is listed on the SITA certified hardware list.

1.5 AirportConnect Open Service Dependencies

The Service runs on or utilizes third party products, such as (but without limitation) Microsoft operating systems. In the event Microsoft or any other third party vendor announces or has already announced its product(s) (i) will become end-of life; or (ii) extended support will come to an end, the costs associated with the migration to the replacement product (including any necessary hardware upgrades) and/or the costs associated with purchasing extended support (as may be relevant) will be the responsibility of the Customer. When a product becomes end of life and/or extended support comes to an end, the third party vendor will no longer make available patches, security fixes or any updates. In the absence of a timely migration by the end of life date or any extended support period, Customer accepts the potential risks and limitations to SITA's ability to support and resolve incidents in respect of the Services caused by the end of life product and/or related hardware. Accordingly, SITA assumes no responsibility for the impact on the performance of the Services (including availability and security) where a Customer decides not to migrate or take extended support as may be recommended by SITA or the relevant third party vendor.

To minimize security risks associated with access to public networks and the internet, Customer agrees to for itself and on behalf of other third parties (i.e. airlines) using the platform service to obtain prior written consent from SITA to attach to such networks, and to use SITA approved firewalls and network connectivity for access from the CUTE Service. All requests to add connections to the internet including hardware and other network devices must have the prior written approval of SITA.

2. AirportConnect CUSS Kiosk Service Description

2.1 Service Overview

AirportConnect CUSS Kiosk (Service) is a self-service solution that allows passengers to perform all of the necessary transactions for a flight check-in and generate the required documents, without the assistance of airline or ground handling personnel.

2.2 Standard Features

As part of the Service SITA provides:

- touch screen CUSS kiosks, providing a graphical user interface access to the check-in processes of one or more airlines.
- SITA's CUSS platform middleware, compliant with IATA's latest CUSS standard, to run on each kiosk;
- Microsoft Windows software, to run on each kiosk; and
- SITA's common launch application to run on each kiosk, providing a screen which invites the passengers to use the kiosk and displayed when the kiosk is powered up and working but not currently in use.
- Airport Users have to provide their own applications, which they want to use on the CUSS kiosks for passenger check-in, customized to their own unique business rules, host connectivity requirements and their multimedia presentation requirements (i.e. brand image).

2.3 In order to implement the Service, SITA will:

- install and configure the CUSS server equipment located in the Core Room at the Airport, as required;
- install the peripherals in the CUSS kiosks enclosure;
- connect the CUSS kiosks to the electrical outlet and the LAN cabling;
- configure the CUSS kiosks;
- test the communication link to (each) Airport User's departure control system host;
- test the transaction functionality with the assistance of Customer personnel; and
- provide basic training to Customer personnel.

2.4 AirportConnect CUSS Kiosk Service Dependencies

In order to enable implementation and/or use of this Service, Customer should:

- install power connections in accordance with local safety standards, one connection per kiosk including a power cord long enough to reach the kiosk connector;
- strengthen the floor, if necessary (the floor must be able to accommodate the weight of the CUSS kiosks, weighing 140kg/300lb each);
- prepare fixing points for securing the CUSS kiosks enclosure in accordance with the standard SITA mounting;
- install signage;
- provide network connectivity to each Airport User's departure control system host prior to installation of the CUSS kiosks; and
- procure that Airport Users which will be using the Service provide to SITA the applications for integration testing by SITA prior to implementation of the Service.

2.5 Test of Airport Users' Applications

The applications referred to must be tested at the Airline Users' cost, by SITA prior to implementation of the Service to ensure that they operate correctly on the SITA CUSS platform and do not disrupt the operation of other applications on the CUSS kiosks. Notwithstanding such testing, SITA does not assume responsibility for the successful operation of the Airport Users' applications on the SITA CUSS platform.

3. AirportVision Service Description

3.1 Service Overview

AirportVision (Service) is an airport information display system, distributing information in multiple formats to multiple display devices at airport and remotely (for example, on the airport's web-site, etc.).

The Service is primarily a flight information display system at the airport, but will also allow Customer to do the following:

- display real-time flight information on the airport's web site;
- deliver signage and operational information at check-in desks, boarding gates and baggage carousels at the airport; and
- distribute government, tourist, promotional and advertising information at the airport.

3.2 Standard Features

The Service includes the following core modules and capabilities:

3.2.1 AirportVision-Display

This is a core web-based application, allowing Customer to manage and display flight schedules to keep passengers informed of their flights' status, as well as to provide information for operations personnel, if required. The application is accessed and administered through an Internet Explorer browser.

3.2.2 AirportVision-Visual Messaging

Customer can create and display visual messages on any screen in the System, which has been designated to receive such messages. The messages can be placed anywhere on the template that is used (for example, on the bottom as a marquee, or on the entire screen as a dedicated display, or on half a screen). This feature allows Customer to create and display all types of messages, define message types and create canned messages.

The Service supports multiple languages in different character sets, fonts, sizes and colors. Multimedia, full motion video and sound are also supported.

The Service includes 24 hours remote Service support by SITA via a VPN connection.

3.3 Optional Features Included

3.3.1 AirportVision-Connect

This module is based on MS Message Queue, and gives the ability to interface the System to any outside data source or third-party supplied system.

3.3.2 AirportVision-Design

This module allows various screen layouts to be created and used. Airline Users can choose from various pre-set design templates. Authorized Airline Users can modify existing templates or create new templates. With this module Airline Users can also preview created pages using live data.

3.3.3 AirportVision-2Web

This module provides integration of System data to the airport's web site.

4. AirportVoice Service Description

4.1 Service Overview

AirportVoice (Service) is a public address system, including scheduled messages, live pages, courtesy announcements, emergency messaging, background music and synchronous audio-visual messages. The System allows for unlimited message length and message types, Customer-defined message sequences, data-triggered announcements and a text-to-speech technology for generating dynamic messages.

The System can be configured to require a login to its applications with a secure user name and password. Paging stations can be configured to be used with a PIN or with a username/password. Airline User groups, which control user permissions (such as zones, messages, message management and software functionality) can be created.

4.2 Standard Features

The Service includes the following core features and capabilities:

4.2.1 Messaging

The System supports configurable pre-recorded messages. Messages can be configured as either audio, visual (text and graphics, depending on display functionality) or both. For visual messages the System allows for a selection of background color and font style, color and size. Messages and announcements can be assigned to paging zones. All messages can be reviewed in the System as recorded .wav files.

4.2.2 System Administration

Customer's system administrators can manage all aspects of the System, including hardware management, audio management, user and System administration, reporting, diagnostics, and flight information. The administration section of the System is password protected.

4.2.3 Message Manager

The System has a software-based, visual paging message manager, which allows authorized Airline Users to create message templates for use in scheduled messages, dynamic messages and courtesy announcement messages. This is accomplished with a library of professionally recorded words and phrases and variety of off-the-shelf text-to-speech voice products. Audio files can also be recorded by the Customer and added into the System (provided the audio files are in the proper format).

The Message Manager allows users to create text-to-speech messages with dynamic elements populated from a flight information database or manually, for use as pre-defined courtesy announcements or regularly scheduled messages. Additionally, the Message Manager application can automatically generate a textual equivalent and duration for a message, which is being created.

4.2.4 Courtesy Paging Station Announcements

Courtesy paging station announcements can be pre-constructed and selected from the paging stations. Customer only needs to enter the variable information such as name or vehicle make and model. Courtesy announcements can also be free-text on the visual display system. Additionally, Customer can attach notes to a message and track the recipient's response to an announcement.

4.3 Reporting Features

The System provides a set of standard reports, including:

- Flight lookups;
- Flight changes;
- Input changes;
- Message auditing;
- Message history;
- Microphone usage history;
- Output changes;
- Priority changes;
- Test tone activity;
- Airline User login audit history.

4.4 Monitoring and Diagnostics

The System is capable of monitoring critical information for hardware devices (including servers, audio controllers, amplifiers, paging stations and powered loudspeakers) via a central administration PC console.

4.5 Zones

The System is capable of assigning any paging station to any established paging zone(s) without additional hardware changes. It can also dynamically group paging zones without hardware changes.

4.6 Archiving

The System stores an archive of all audio and visual messages in a central database, whether they are live or recorded. Archived messages contain all details of the message including time, user, location and duration. Archive duration and purge routines are defined by the Customer's system administrator.

Unless otherwise explicitly specified the reports provided by the system are limited to those standard reports that are available within the core product at the time of purchase.

4.7 Optional Features installed at BUR

None

4.8 AirportVoice Service Dependencies

In order to enable implementation and/or use of this Service, Customer should provide and maintain:

The Customer should train their staff on the reporting tool to be used. SITA will train the customer staff on the SITA product specific reports.

The Customer should instruct any 3rd party system providers, to which an Application Interface is required, to work with SITA to design & develop such an interface.

The charges for integration services have been assessed on the basis of a standard interface and twenty five (25) days per interface. In the event the Customer requires more complex interfaces and the time required to perform the integration services exceeds the basis on which the Charges have been calculated, SITA shall charge the Customer for any additional work on a time and material basis at SITA's then current rates, provided that any such additional work is not attributable to any fault on SITA's part.

5. IP Telephony Service Description

5.1 Service Overview

IP Telephony (Service) involves the development, implementation, management and support of an IP telephony solution enabling Customer to transmit voice over its LANs.

The Service consists of standard features set out in paragraph 0 and optional features, available on request by Customer.

5.2 Standard Features

5.2.1 IP Telephony Solutions

Cisco IP Telephony

Cisco IP Telephony leverages the Customer's LAN infrastructure to connect the IP handsets of Airline Users to a Cisco IP PBX.

5.2.2 IP Telephony Service Conditions

5.3 Service Period

The Service Period of the Service begins on [the Effective Date]/[the date when SITA makes the Service available for use by Customer]/[the date when the Service is accepted by SITA/Customer]/[specify another date] and continues for an initial period of [3] years.

[The Service Period of the Service will automatically renew for further periods of [1] year, unless a party gives to the other party a [6] months' notice prior to the expiry of the initial or then current renewal period that it does not wish to renew the Service Period.]

6. Voice over IP Service Description

6.1 Service Overview

SITA's Voice over IP Service (Service) is a service allowing Customer to make and receive voice calls using SITA's IP VPN service.

6.2 Standard Features

- Call types: the Service allows for On-Net Calls, Off-Net Calls, Virtual On-Net Calls, and Forced On-Net Calls.
- Access Methods: the access methods for the Service are the same as for SITA's IP VPN service.
- Equipment: SITA will provide CE routers for each Customer site to be connected to the Service to interface between the Customer PBX and the SITA IP VPN (They are the same CE routers provided to Customer for SITA's IP VPN service).
- Gatekeeper Functionality: the Service supports IP address-to-number translation, centralized dialing plans for private/public numbering plan translation, best cost routing, overflow management and call detail records.

Airport Solution Line Service Agreement

Maintenance and Support Schedule

Version 120612

1. Applicability of Schedule

- 1.1. This Schedule applies to the following Service(s) for the BUR CUPPS and common use systems:
 - 1.1.1. CUPPS
 - 1.1.2. CUSS
 - 1.1.3. VoIP Single Sign-ON
 - 1.1.4. EVIDS(AirportVision)
 - 1.1.5. LAN
 - 1.1.6. IP Telephony
 - 1.1.7. Audio Paging(AirportVoice)

2. Maintenance and Support - Elements

- 2.1. CUPPS, CUSS, VoIP Single Sign-On, EVIDS, EVIDS Database, LAN, IP Telephony, Audio Paging
In relation to these Services, SITA will provide to the Customer and the Airline Users maintenance and support services, comprising the following elements:
 - 2.1.1. Level 1 Support – Service support through the SITA Service Desk, which provides:
 - 2.1.1.1. Incident management and Incident resolution;
 - 2.1.1.2. event management;
 - 2.1.1.3. escalation management;
 - 2.1.1.4. Problem Management;
 - 2.1.1.5. Change management; and
 - 2.1.1.6. IMACD management.
 - 2.1.2. Hardware maintenance, covering:
 - 2.1.2.1. fix of hardware faults; and
 - 2.1.2.2. Preventive Maintenance.
 - 2.1.3. Asset management.
 - 2.1.4. LAN management (active components only), covering:
 - 2.1.4.1. LAN remote monitoring & reporting;
 - 2.1.4.2. LAN operations management; and
 - 2.1.4.3. LAN availability & capacity management.
 - 2.1.5. Server management, covering:
 - 2.1.5.1. server operations management;
 - 2.1.5.2. server administration and release management;
 - 2.1.5.3. server security management & virus protection;
 - 2.1.5.4. server back-up and restore; and
 - 2.1.6. Level 2 Support – Service support through the SITA Onsite Resolver Group.

2.1.7. Level 3 Support – Service support through the SITA remote Resolver Group.

2.2. Hours of Support and Maintenance

Support and Maintenance

Level 1 Support	SITA Service Desk 24 x 7 x 365 days a year
Level 2 Support	SITA Onsite Resolver Group 05:00 – 22:00 PST SITA on-call Resolver Group 22:00 – 05:00 PST
Level 3 Support	SITA remote Resolver Group (Development and Certification Team) Monday – Friday, 09:00 – 17:00 EST

3. Level 1 Support - SITA Service Desk

3.1. The SITA Service Desk will:

- 3.1.1. be the owner of Incidents, responsible for ensuring that all Incidents are recorded and managed to successful resolution;
- 3.1.2. will provide resources to deal with Airline User enquiries and to handle Customer's Change Requests;
- 3.1.3. monitor the timely handling of the Incident by each assigned Resolver Group initiating escalation actions as required; and
- 3.1.4. provide services in English.

3.2. Incident Management

3.2.1. Incident Management is triggered in two ways:

- 3.2.1.1. by Customer reporting the Incident to the SITA Service Desk; or
- 3.2.1.2. by an actionable event being observed as part of a remote management services.

3.2.2. The SITA Service Desk requires the following information from the Customer reporting the Incident:

- Customer name
- Contact information
- Location
- What is the exact text of the Error Message
- Where does it fail
- When (what time, in GMT)

3.2.3. The SITA Service Desk will perform the following actions for reported Incidents:

- 3.2.3.1. log and categorize reported Incidents;
- 3.2.3.2. track the Incident through to resolution;
- 3.2.3.3. provide status updates to Customer;
- 3.2.3.4. engage appropriate Incident resolution resources;

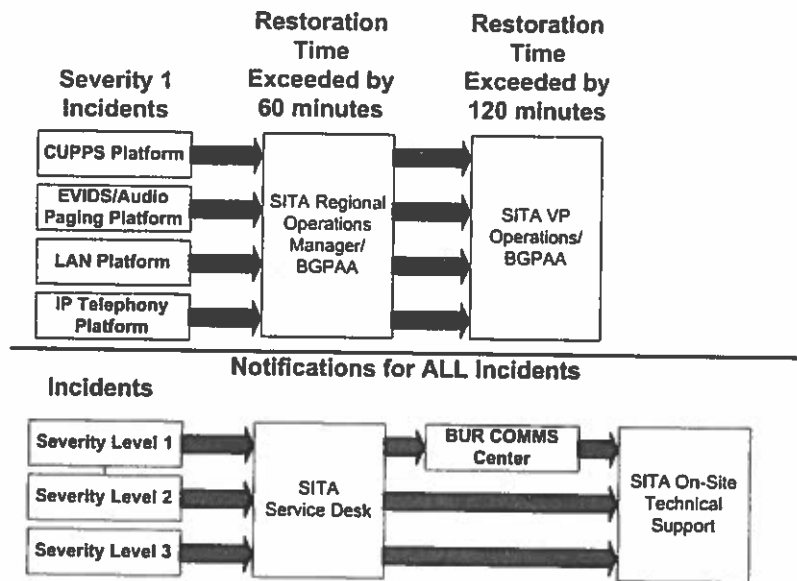
- 3.2.3.5. escalate to appropriate Resolver Groups and levels of support;
- 3.2.3.6. dispatch the Onsite Resolver Group where applicable;
- 3.2.3.7. identify known errors and repetitive Incidents, providing a work-around where applicable;
- 3.2.3.8. follow-up for status on actions taken by support groups outside of SITA;
- 3.2.3.9. verify closure with Customer and where applicable obtain Customer concurrence for Incident closure;
- 3.2.3.10. respond to Airline User queries regarding Incidents;
- 3.2.3.11. initiate Customer communications during critical situations;
- 3.2.3.12. initiate escalation procedures for critical situations; and
- 3.2.3.13. close the Incident Record and document the Incident resolution.

3.3. Incident Resolution

- 3.3.1. SITA shall perform the following on-site activities when required to resolve Incidents or to resolve or avoid Problems:
 - 3.3.1.1. investigate and diagnose the cause of Incidents and Problems;
 - 3.3.1.2. take appropriate actions to resolve Incidents and Problems;
 - 3.3.1.3. apply emergency software patches and updates when required;
 - 3.3.1.4. update configuration information when required; and
 - 3.3.1.5. ensure that other related activities are reported and recorded by the SITA Service Desk.
- 3.3.2. Upon the detection of an actionable event, or notification of an Incident to the SITA Service Desk, remote management tools may be used to investigate and resolve the Incident.
- 3.3.3. If it is determined that an Incident cannot be resolved remotely, the Onsite Resolver Group will normally be dispatched. SITA will Endeavour to limit the scope of on-site work to those activities that require physical intervention.
- 3.3.4. When appropriate, SITA may use remote management tools to address Customer's service needs.
- 3.3.5. SITA will:
 - 3.3.5.1. define a security policy and procedures for remote management access;
 - 3.3.5.2. obtain Customer's permission to perform a remote Workstation takeover, if required; and
 - 3.3.5.3. establish a schedule for remote management adjustments to be made and advise Customer if requested.

3.4. Escalation Management

- 3.4.1. Should an Incident not be resolved within the applicable Service Level targets, the SITA Service Desk shall provide status updates to Customer in accordance with the following escalation table:



- 3.4.2. The SITA Service Desk may trigger escalation procedures when an Incident resolution time is in danger of exceeding the threshold defined in the Service Levels Schedule.
- 3.4.3. The objectives of the escalation procedures are to ensure that:
- 3.4.3.1. an Incident is rectified as quickly as possible;
 - 3.4.3.2. all measures are taken to minimize any disruption to Customer's operations;
 - 3.4.3.3. if an Incident cannot be resolved within pre-determined periods, affected Customer Users are notified of the Incident and the progress of its resolution;
 - 3.4.3.4. appropriate and progressively more senior, SITA staffs are made aware of the Incident and the actions being taken for resolution; and
 - 3.4.3.5. appropriate resources are deployed as necessary to assist the resolution effort.

3.5. Problem Management

- 3.5.1. SITA will provide Problem Management to identify, remove the cause and minimize the impact of repeated Incidents and Problems on Customer's business.
- 3.5.2. Problem Management will work to identify the root cause of the Problem, initiate corrective actions and resolve the Problem.

3.6. Change Management

- 3.6.1. SITA will provide a Change management service, to advise Customer of Changes proposed by SITA and to ensure appropriate action to support Change Requests submitted by Customer.
- 3.6.2. SITA will manage Change Requests through the Customer's account manager or the local operations Service manager.

3.7. IMACDs Management

- 3.7.1. SITA's IMACD management service covers the onsite support and central coordination of Change activities that require physical intervention on the Equipment and/or any Customer equipment which SITA has agreed to support (as set out in Appendix 1).

- 3.7.2. When formally requested by Customer, SITA shall support IMACD activities by providing services to affect the:
 - 3.7.2.1. addition of equipment;
 - 3.7.2.2. move of equipment;
 - 3.7.2.3. change to the configuration of equipment;
 - 3.7.2.4. decommissioning of equipment;
- 3.7.3. The IMACD management service includes, where necessary, or as requested by Customer:
 - 3.7.3.1. data backup and migration;
 - 3.7.3.2. data restoration;
 - 3.7.3.3. data move from one machine to another;
 - 3.7.3.4. emergency software loads; and/or
 - 3.7.3.5. Customer User orientation (15 minutes or less) after an IMACD.

4. Level 2 Support - SITA Onsite Resolver Group

- 4.1. SITA's site administration includes all onsite activities such as trouble shooting, diagnostic, restoration and other remedial activities required in order to restore a Service application to a full operational mode. Level 2 Support will also include Software administration and distribution of:
 - 4.1.1. operating system updates, e.g. security patches;
 - 4.1.2. antivirus updates;
 - 4.1.3. platform software updates;
 - 4.1.4. launch application updates;
 - 4.1.5. certified airline application updates, e.g. involves packaging for distribution, downloading and verification testing to ensure proper operation;
 - 4.1.6. perform Incident resolution or identifies Problems where root cause is unknown;
 - 4.1.7. escalate to SITA Airport Operations team (the Problem management team);
 - 4.1.8. perform workarounds identified by the Problem management team for Incident resolution;
 - 4.1.9. identify changes to infrastructure required for Incident resolution;
 - 4.1.10. notify SITA's Application Management team(s) of any hardware change that may impact the applications running on that hardware;
 - 4.1.11. receive global work order notification when new release is available;
 - 4.1.12. perform System change to deploy new software release;
 - 4.1.13. notify SITA Service Desk upon completion of any Change or resolution of any Incident.
- 4.2. **Hardware Maintenance**

SITA will provide on-site and off-site services to maintain in working order the Equipment and any Customer equipment which SITA has agreed to support (as set out in Appendix 1).
- 4.3. The Hardware maintenance includes:
 - 4.3.1. repairing defective equipment;

- 4.3.2. replacing defective equipment using spare units if necessary;
- 4.3.3. monitoring spares movements and managing spares inventory, ordering and replenishing spares stock as required to maintain an adequate level of spares in a secure location;
- 4.3.4. shipping defective items of equipment, that cannot reasonably be repaired locally, to an appropriate equipment depot Resolver Group and receiving the original repaired devices from the equipment depot Resolver Group and returning them to stock;
 - 4.3.4.1. In the event the original device cannot be adequately restored by the equipment Resolver Group, SITA, at its sole discretion, will dispose the device and will be replaced by a new device.
- 4.3.5. recording and updating the detail and status of the maintenance and support provided in the resolution of Incidents through to resolution; and
- 4.3.6. Preventive Maintenance as described below.

4.4. Preventive Maintenance

Preventive Maintenance will be scheduled to be carried out when the equipment is not normally in operational use, in order not to impact upon operations.

- 4.4.1. SITA will:
 - 4.4.1.1. execute Preventative Maintenance in accordance with the manufacturer's instructions;
 - 4.4.1.2. periodically clean the equipment.

4.5. Asset Management

SITA will maintain an inventory of the Equipment and any Customer equipment which SITA has agreed to support (as set out in Appendix 1) (Assets). Recorded information will include where the Assets are located, the condition or status of the Assets and what organization and/or Customer group uses the Assets. Asset Management includes equipment tracking (warranties, leases and service agreements) and software licenses. SITA will:

- 4.5.1. monitor Asset usage and performance by linking assets to their agreed Service Levels and take appropriate action to move equipment or increase Preventive Maintenance activities to ensure optimum performance and equipment life; and
- 4.5.2. where the failure rate of one piece of equipment significantly exceeds the normal, the failing components shall be removed from operational use and sent for further investigation and repair in the local workshop or returned to the equipment depot.

4.6. LAN Management

LAN Management and Operational Support

- 4.6.1. A LAN consists of a number of active components (such as hubs, switches and routers) and passive components (such as cabling and sockets/outlets). SITA will provide overall management and operational support for all active components of the LAN and connection points of the LAN supporting the Service(s). This includes:
 - 4.6.1.1. logical and physical management of the LAN network elements; and
 - 4.6.1.2. monitoring of LAN devices and the monitoring of system logs for warnings or unusual events.
- 4.6.2. This service does not include the repair of passive LAN components such as cables or connectors.

LAN Security Management

- 4.6.3. SITA will set up and enforce a security policy for the LAN based upon established security practices and procedures. SITA will manage configurations and perform periodic security reviews and audits.

LAN Availability and Capacity Management

- 4.6.4. SITA will assure the availability of the active components of the LAN to meet the Service Levels applicable to the Service(s) covered by this Schedule by monitoring, measuring and tracking performance of all active components against the expected performance criteria.
- 4.6.5. A LAN availability plan will be developed and updated regularly to ensure that all current and future needs of the Service(s) covered by this Schedule are addressed.
- 4.6.6. LAN availability management includes the following activities and responsibilities:
- 4.6.6.1. define the availability required;
 - 4.6.6.2. establish indicators and thresholds for exception reporting;
 - 4.6.6.3. track availability (through service management tools);
 - 4.6.6.4. monitor Service Level performance;
 - 4.6.6.5. analyze and report on availability;
 - 4.6.6.6. capture trend data information; and
 - 4.6.6.7. recommend availability improvements.
- 4.6.7. SITA will carry out the following actions to provide LAN capacity management:
- 4.6.7.1. monitor and document current network loads;
 - 4.6.7.2. monitor statistics (such as utilization rate by protocol, buffers, and throughput);
 - 4.6.7.3. review traffic patterns;
 - 4.6.7.4. perform tuning based on above information;
 - 4.6.7.5. project future network requirements based upon current trends and known new projects; and
 - 4.6.7.6. develop a LAN capacity plan.
- 4.6.8. SITA will ensure that adequate capacity and bandwidth are available to meet the required Service Levels applicable to the Service(s) covered by this Schedule and develop a capacity plan to ensure that future needs of the Service(s) are addressed.

4.7. Server Management

Server Operations Management

- 4.7.1. SITA will provide overall operational management and support of server devices (hardware, server connectivity and operating systems), being Equipment or any Customer equipment which SITA has agreed to support (as set out in Appendix 1) through both remote management and on-site intervention activities, as required.
- 4.7.2. The service is supported by the SITA Service Desk to provide Incident management, Problem management and on-site intervention services required to perform server monitoring and management.
- 4.7.3. Where appropriate, SITA may use remote monitoring of server hardware and software, connectivity and operating systems, to maintain performance and optimize utilization of the server infrastructure.

Server Administration and Release Management

- 4.7.4. Where appropriate, SITA will provide day-to-day administration of the servers, systems and software including configuration and directory changes and management of software releases. This includes the following:
 - 4.7.4.1. manage server configurations;
 - 4.7.4.2. create, maintain, and delete system login scripts;
 - 4.7.4.3. create, maintain and delete client configuration files located on servers;
 - 4.7.4.4. establish and manage directory services;
 - 4.7.4.5. create, maintain and delete volumes and directory structures;
 - 4.7.4.6. administer directory distribution and replication;
 - 4.7.4.7. define and manage resources and domains;
 - 4.7.4.8. evaluate and apply recommended system software patches;
 - 4.7.4.9. plan the rollout of new server software and/or related hardware to ensure that fall-back processes are in place and working;
 - 4.7.4.10. manage the coordination of scheduled Outage; and
 - 4.7.4.11. ensure hardware and/or software changes are traceable, secure and correct.

Server Security Management & Virus Protection

- 4.7.5. SITA will provide security management through a security policy based upon established security standards and procedures. This service includes managing security configuration and periodic security audits, which may be carried out by a SITA or a contracted third party service provider. Activities include:
 - 4.7.5.1. evaluation of risks;
 - 4.7.5.2. establishing logging, alarming and reporting of security violations;
 - 4.7.5.3. synchronizing security information among servers; and
 - 4.7.5.4. conducting periodic security audits, to ensure, the correct use of logical control features (such as time-out password screens and password and logon administration) the appropriate assignment of access rights to source code and licensed software products, the right level of access rights for users, administrators using departmental and corporate approval levels.
- 4.7.6. SITA will ensure that virus management software is installed on all servers and PCs and the virus signature files are updated regularly to protect against potential virus attack.

Server Back-up and Restore

- 4.7.7. SITA will ensure the regular back-up of software and operational data. Two types of backups are performed:
 - 4.7.7.1. full back-ups will be scheduled weekly in the hours of low operational activity and include the operating system, applications, registries, data and configuration files; and
 - 4.7.7.2. incremental back-ups will normally be scheduled daily, in the hours of low operational activity, to back-up files created or changed since the last full back-up.
- 4.7.8. Restoring a server normally requires only the last full and last incremental backup tape.

- 4.7.9. SITA will provide secure on-site storage of back-up media.

Airline User Administration

- 4.7.10. Airline User administration includes the following responsibilities:
 - 4.7.10.1. registering and deleting of Airline User IDs and groups;
 - 4.7.10.2. assigning and changing Airline User passwords;
 - 4.7.10.3. creating, maintaining and deleting user login scripts; and
 - 4.7.10.4. assigning and deleting profiles.

5. Level 3 Support - Development and Certification Team

- 5.1. SITA's Level 3 Support owns the following responsibilities:
 - 5.1.1. receives requests for Incident and Problem management support via Level 2 Support teams;
 - 5.1.2. performs root cause analysis to identify bugs or requirements for code change;
 - 5.1.3. engages SITA's Development Team to fix bugs or apply code changes in next Service application release;
 - 5.1.4. notifies SITA's Operational Release Management team of upcoming release availability;
 - 5.1.5. performs recommendation and action planning to update obsolete resources and migration to new versions of software and/or platforms;
 - 5.1.6. performs small developments: monitoring shell scripts, scheduled tasks, delete logs.
- 5.2. Level 3 Support is complemented by SITA's Development, Certification Group that owns the following responsibilities:
 - 5.2.1. develops required code change and bug fixes;
 - 5.2.2. performs certification and testing of new releases;
 - 5.2.3. makes releases available to SITA's Airport Operations team for global release following beta certification;
 - 5.2.4. notifies SITA's Airport Operations of availability of a new release;
 - 5.2.5. develops functional and technical documentation associated with new developments, user manuals for the scheduled tasks and shell scripts.
- 5.3. The Level 3 Support coverage hours are based on SITA's normal business hours for Level 3 support (Monday – Friday, 9.00 am - 17.00 pm EST).

6. Customer and Airline User Responsibilities

- 6.1. Customer's and Airline User responsibilities include (at Airline User cost):
 - 6.1.1. Provide additional training to Airport Users should SITA feel that lack of training is contributing to levels of Incidents;
 - 6.1.2. Ensure basic support for the Equipment which SITA has agreed to support is conducted by the Airport Users, including removing paper jams and any foreign objects;
 - 6.1.3. Report Incidents to SITA as soon as they occur with full details, where known;
 - 6.1.4. Submit Change Requests to SITA, with a clear definition of requirements;
 - 6.1.5. Agree with SITA a timetable for any planned Changes that require work to be done by SITA;

- 6.1.6. Supply SITA with Airport User contact details;
- 6.1.7. Ensure that the installation of other hardware at the site will not cause interference to the Equipment or Authorized Customer Equipment, which SITA has agreed to support; and
- 6.1.8. Provide Operational Consumables
 - 6.1.8.1. The Operational Consumables are not included in the scope and price of this contract. Customer will be charged extra for these items, on an as purchased basis.

APPENDIX 1: MAINTENANCE AND SUPPORT SCHEDULE: APPENDIX 1

Customer Equipment Supported or Maintained under this Schedule

Bill of Materials			Quantity		
Category	Part Number	Description	On line	Spare	Total
CUPPS Workstations					
Workstations	HP QD135EP	Workstation - 8200 Elite PC SFF (PG850 CPU, 4 GB RAM, 250GB HDD, DVD-ROM, WIN7, including keyboard and mouse)	81	4	85
	ELO 1715L 17" LCD Desktop Touchmonitor	CUPPS Workstation 17" Touchscreen LCD ELO 1715L 17" LCD Desktop Touchmonitor	81	4	85
	SMT750	APC Smart-UPS 750VA LCD 120V - SMT750	14	2	16
	SMT1500	APC Smart-UPS 1500VA LCD 120V - SMT1500	56	2	58
	AP9630	UPS NETWORK MANAGEMENT CARD 2	70	0	70
	ATB423MDOP	ATB423MDOP - Access Keyboards	67	3	70
Peripherals	L500A-106 with LCD	Epson TM-L500A-106:LCD, PS, COMBO IF - BTP PRINTERS	53	24	77
	L500A-107 with LCD, Roll feed	Epson TM-L500A-107:LCD, PS, COMBO IF - ATB PRINTERS	67	3	70
	RPL-500 B	Epson Roll Feed	59	3	62
	62427301	OKI B4600 LED 27PPM 1200x600 USB PAR 32MB PCL5E/6/FX 120V Black Pmt	23	6	29
	BGR 120 S	Access BGR 120 S (Bar Code Reader only; no MSR)	14	1	15
	LSR 120S	Barcode scanner	67	3	70
CUSS (Kiosks)					
Standalone Kiosks	S40635G02	SITA S3 Base Kiosk	9	0	9
	73240A1E11S	17" LCD Monitor/Touch Screen Assembly (ELO 1739 L)		1	1
	S40829G02	PC with Intel 2.5G Dual Core, Intel MB, 250G HDD and 4G RAM. Windows XP.		1	1
	73214A1S02S	Sankyo Card Reader		1	1
	S40844H01	UPS - Tripplite Smart550 120V		1	1
	S40807H01	IP Power Bar - Aviosys		1	1
	S20503H01	HHP Bar Code Scanner		1	1
	S40835G01	3M Passport Reader (without RFID)		1	1
	S40805H02	GPP printer ITK38-LC		1	1
	S40661G04	SITA D4 Base Kiosk	40	2	42

	S40687G01	17" LCD Monitor/Touch Screen Assembly		1	1
	S10383H02	Motherboard (MB899F). Windows XP.		1	1
	73214A1S02S	Sankyo Card Reader		1	1
	S40526H01	GPP printer KC-38		1	1
	S41027H01	3M MRZ reader		1	1
	S20503H02	HHP Bar Code Scanner		1	1
CUPPS Core					
Application Servers	643066-001	HP ProLiant DL580 G7 Base Server - rack-mountable - 4U - 4-way - 2 x Xeon E7-4807/ 1.86 GHz - RAM 64 GB - SAS - hot-swap 2.5" - no HDD - DVD - ATI ES1000 - Gigabit Ethernet - Embedded HP Smart Array P410i/512 MB FBWC Controller Monitor : none	4	0	4
	507127-B21	HP 300GB GG SAS 10K SFF (2.5inch) Dual Port Enterprise 3yr warranty hard drives	4	0	4
	581286-B21	HP 600GB 6G SAS 10K rpm SFF (2.5 inch) Dual Port Enterprise 3yr warranty hard drive	6	0	6
	481043-B21	HP Slim 12.7mm SATA DVDRW Optical Kit	2	0	2
	512485-B21	Integrated Lights-Out Advanced Pack, No Media ,1 Server License	2	0	2
	578322-B21	HP 1200W CS Platinum Ht Plg Pwr Supply Kit	2	0	2
	462828-B21	HP Smart Array P212/Zero Memory Controller - Storage controller (RAID) - SATA-300 / SAS 2.0 low profile - 600 MBps - RAID 0, 1, 10 - PCI Express 2.0 x8 - for ProLiant DL360 G7,	2	0	2
WSUS/Antivirus /Sniffer	HP QD135EP	Workstation - 8200 Elite PC SFF (PG850 CPU, 4 GB RAM, 250GB HDD, DVD-ROM, WIN7, including keyboard and mouse)	2	0	2
Network Attached Storage Servers	RND4410-100NAS	NETGEAR ReadyNAS Pro 4 - NAS - 4TB - Serial ATA-300 - HD 1 TB x4	2	0	2
	EH848A	HP StorageWorks Ultrium 920 SAS External Drive	1	0	1
	C7973A	HP Ultrium 800 GB Data Cartridge	5	0	5
	C7978A	HP Ultrium Universal Cleaning Cartridge	5	0	5
HP Openview Monitoring Server	643066-001	HP ProLiant DL580 G7 Base Server - rack-mountable - 4U - 4-way - 2 x Xeon E7-4807/ 1.86 GHz - RAM 64 GB - SAS - hot-swap 2.5" - no HDD - DVD - ATI ES1000 - Gigabit Ethernet - Embedded HP Smart Array P410i/512 MB FBWC Controller Monitor : none	1	0	1

	507127-B21	HP 300GB GG SAS 10K SFF (2.5inch) Dual Port Enterprise 3yr warranty hard drives	5	0	5
	481043-B21	HP Slim 12.7mm SATA DVDRW Optical Kit	1	0	1
	512485-B21	Integrated Lights-Out Advanced Pack, No Media , 1 Server License	1	0	1
	578322-B21	HP 1200W CS Platinum Ht Plg Pwr Supply Kit	1	0	1
	462828-B21	HP Smart Array P212/Zero Memory Controller - Storage controller (RAID) - SATA-300 / SAS 2.0 low profile - 600 MBps - RAID 0, 1, 10 - PCI Express 2.0 x8 - for ProLiant DL360 G7,	1	0	1
Bag Scales					
	DBSM1 CLASS III	Scale readout display	58	0	58
	SUP-PLAT-5Y-LX820	Baggage scale	58	0	58
Core Room Rack					
Rack UPS	SURT6000XLT	SMART-UPS 6000VA RT 208V	4	0	4
	SURTRK2	APC Smart-UPS RT 19" Rail Kit for Smart-UPS RT 3/5/7.5/10kVA	4	0	4
	AP8841	METERED RACK PDU 2G 200/208V 30A 36-C13 & 6-C19	4	0	4
	AP8702S	6X0.6M POWER CORD KIT LOCKING C13 TO C14	8	0	8
Racks	RK1000	Belkin 42U Premium Enclosure	4	0	4
	RK5044	Belkin Rackmount Power Distribution Unit	4	0	4
	RK5034	Belkin M6 Cage Nuts and Screws (Pack of 25)	3	0	3
	RK5039	Belkin PDU/Powertrip Bracket Std Wiremold Power Strips	4	0	4
	RK5027	Belkin: Fixed Front Mount Shelf	6	0	6
	RK5005	Belkin Enclosure Top-Panel Single 10" Fan	4	0	4
	RK5016	Belkin Single sided cable manager, 1U	8	0	8
	RK5008	Belkin Enclosure Baying Kit	3	0	3
KVM	F1DC101P-SR	Belkin 19" LCD Rack Console - KVM console - rack-mountable - TFT - 19" - 1U (Part #F1DC101P-SR)	3	0	3
	F1DP108G	Belkin Omniview SMB 1x8 KVM-over-IP Switch - KVM switch - PS/2 - CAT5 - 8 ports - 1 local user - 1 IP user - 1U - stackable (Part # F1DP108G)	3	0	3
	F1DP101A-AP-8PK	Belkin OmniView SMB Server Interface Module PS/2 - KVM extender - external - up to 100 ft (pack of 8) (Part # F1DP101A-AP-8PK)	3	0	3
BLDG. 9-U20					
Rack UPS	SMT750RM2U	APC Smart-ups 750VA LCD RM 2U 120v	1	0	1

	AP9630	UPS NETWORK MANAGEMENT CARD 2	1	0	1
B-102A Room					
Rack UPS	SMT750RM2U	APC Smart-ups 750VA LCD RM 2U 120v	2	0	2
	AP9630	UPS NETWORK MANAGEMENT CARD 2	2	0	2
A-181 Room					
Rack UPS	SMT1500	APC Smart-UPS 1500VA LCD 120V - SMT1500	2	0	2
	AP9630	UPS NETWORK MANAGEMENT CARD 2	2	0	2
E-U19A Room					
Rack UPS	SMT750	APC Smart-ups 750VA LCD 120v	1	0	1
	AP9630	UPS NETWORK MANAGEMENT CARD 2	1	0	1
E-106 Room					
Rack UPS	SMT750RM2U	APC Smart-ups 750VA LCD RM 2U 120v	1	0	1
	AP9630	UPS NETWORK MANAGEMENT CARD 2	1	0	1
E-155 Room					
Rack UPS	SMT750RM2U	APC Smart-ups 750VA LCD RM 2U 120v	1	0	1
	AP9630	UPS NETWORK MANAGEMENT CARD 2	1	0	1
E-U24 Room					
Rack UPS	SMT750RM2U	APC Smart-ups 750VA LCD RM 2U 120v	1	0	1
	AP9630	UPS NETWORK MANAGEMENT CARD 2	1	0	1
Network Hardware					
Core room switch	WS-C6513-E	Enh C6513 Chassis, 13slot, 19RU, No Pow Supply, No Fan Tray	1	0	1

S2TIBK9-15001SY	Cisco CAT6000-VS-S2T IOS IP BASE FULL ENCRYPT	1	0	1
VS-S2T-10G	Cat 6500 Sup 2T with 2 x 10GbE and 3 x 1GbE with MSFC5 PFC4	2	0	2
MEM-C6K-CPTFL1GB	Catalyst 6500 Compact Flash Memory 1GB	2	0	2
WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)	2	0	2
WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	2	0	2
WS-X6748-GE-TX	Cat6500 48-port 10/100/1000 GE Mod: fabric enabled, RJ-45	2	0	2
WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	2	0	2
WS-C6513-E-FAN	Catalyst 6513-E Fan Tray	1	0	1
WS-CAC-6000W	Catalyst 6500 6000W AC power supply	2	0	2
CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US	4	0	4
MEM-C6K-INTFL1GB	Internal 1G Compact Flash	1	0	1
MEM-SUP2T-2GB	Catalyst 6500 2GB memory for Sup2T and Sup2TXL	1	0	1
VS-F6K-PFC4	Cat 6k 80G Sys Daughter Board Sup2T PFC4	1	0	1
VS-SUP2T-10G	Catalyst 6500 Supervisor Engine 2T Baseboard	1	0	1
MEM-C6K-INTFL1GB	Internal 1G Compact Flash	1	0	1
MEM-SUP2T-2GB	Catalyst 6500 2GB memory for Sup2T and Sup2TXL	1	0	1
VS-F6K-PFC4	Cat 6k 80G Sys Daughter Board Sup2T PFC4	1	0	1
VS-SUP2T-10G	Catalyst 6500 Supervisor Engine 2T Baseboard	1	0	1
MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	0	1
MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	0	1
CON-SNT-C6513E	SMARTNET 8X5XNBD Enh C6513 Chassis, 1	1	0	1
GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	16	1	17
CSACS-1121-K9	ACS 1121 Appliance With 5.x SW And Base license	2	0	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0	2
CSACS-5.3-SW-K9	Config Option: ACS 5.3 Software Loaded On 1121	2	0	2
CSACS-5-BASE-LIC	Cisco Secure ACS 5 Base License	2	0	2
CON-SNT-SACS1121	SMARTNET 8X5XNBD ACS 1121 Appliance With 5.1 (yearly)	2	0	2
WS-C3750X-48PF-L	Catalyst 3750X 48 Port Full PoE LAN Base	3	0	3

E-106	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	3	0	3
	C3KX-PWR-1100WAC/2	Catalyst 3K-X 1100W AC Secondary Power Supply	3	0	3
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	3	0	3
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	3	0	3
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	6	0	6
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	3	0	3
	C3KX-PWR-1100WAC	Catalyst 3K-X 1100W AC Power Supply	3	0	3
	CON-SNT-3750X4FL	SMARTNET 8X5XNBD Catalyst 3750X 48 Port Full PoE LAN Base	3	0	3
	CAB-STACK-1M	Cisco StackWise 1M Stacking Cable	3	0	3
	GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	2	0	2
	WS-C3750X-24P-L	Catalyst 3750X 24 Port PoE LAN Base	2	1	3
	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	1	3
	C3KX-PWR-715WAC/2	Catalyst 3K-X 715W AC Secondary Power Supply	2	1	3
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	2	1	3
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2	1	3
A-181	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	2	1	3
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	2	1	3
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	2	1	3
	CON-SNT-3750X2PL	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	1	3
	GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	2	0	2
	WS-C3750X-48PF-L	Catalyst 3750X 48 Port Full PoE LAN Base	4	1	5

E-U24	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	4	1	5
	C3KX-PWR-1100WAC/2	Catalyst 3K-X 1100W AC Secondary Power Supply	4	1	5
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	4	1	5
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	4	1	5
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	4	1	5
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	4	1	5
	C3KX-PWR-1100WAC	Catalyst 3K-X 1100W AC Power Supply	4	1	5
	CON-SNT-3750X4FL	SMARTNET 8X5XNBD Catalyst 3750X 48 Port Full PoE LAN Base	4	1	5
	CAB-STACK-1M	Cisco StackWise 1M Stacking Cable	4	1	5
	GLC-LH-SM=WS-C3750X-24P-L	GE SFP,LC connector LX/LH transceiver	4	1	5
		Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	0	2
	C3KX-PWR-715WAC/2	Catalyst 3K-X 715W AC Secondary Power Supply	2	0	2
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	2	0	2
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2	0	2
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	4	0	4
E-U19	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	2	0	2
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	2	0	2
	CON-SNT-3750X2PL	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	GLC-LH-SM=WS-C3750X-24P-L	GE SFP,LC connector LX/LH transceiver	2	0	2
		Catalyst 3750X 24 Port PoE LAN Base	2	0	2

	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	0	2
	C3KX-PWR-715WAC/2	Catalyst 3K-X 715W AC Secondary Power Supply	2	0	2
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	2	0	2
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2	0	2
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	4	0	4
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	2	0	2
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	2	0	2
	CON-SNT-3750X2PL	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	GLC-LH-SM=WS-C3750X-24P-L	GE SFP,LC connector LX/LH transceiver	2	0	2
		Catalyst 3750X 24 Port PoE LAN Base	2	0	2
E-155	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	0	2
	C3KX-PWR-715WAC/2	Catalyst 3K-X 715W AC Secondary Power Supply	2	0	2
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	2	0	2
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2	0	2
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	4	0	4
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	2	0	2
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	2	0	2
	CON-SNT-3750X2PL	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	GLC-LH-SM=WS-C3750X-24P-L	GE SFP,LC connector LX/LH transceiver	2	0	2
		Catalyst 3750X 24 Port PoE LAN Base	2	0	2
9-U20	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	0	2
	C3KX-PWR-715WAC/2	Catalyst 3K-X 715W AC Secondary Power Supply	2	0	2
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	2	0	2
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2	0	2
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	4	0	4
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	2	0	2
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	2	0	2
	CON-SNT-3750X2PL	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	GLC-LH-SM=WS-C2960S-24TS-S	GE SFP,LC connector LX/LH transceiver	2	0	2
		Catalyst 2960S 24 GigE, 2 x SFP LAN Lite	2	0	2
External Services					

Firewall - Core room	CAB-16AWG-AC	AC Power cord, 16AWG	2	0	2
	PWR-CLIP	Power retainer clip for compact switches	2	0	2
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	2	0	2
	CON-SNT-2960S2SS	SMARTNET 8X5XNBD Cat 2960S 24 GigE,2 x SFP LAN Lite	2	0	2
	ASA5520-BUN-K9	ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	2	0	2
	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0	2
	SF-ASA-8.2-K8	ASA 5500 Series Software v8.2	2	0	2
	ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)	2	0	2
	ASA5520-VPN-PL	ASA 5520 VPN Plus 750 IPsec User License (7.0 Only)	2	0	2
	ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	2	0	2
	SSM-BLANK	ASA/IPS SSM Slot Cover	2	0	2
	ASA-180W-PWR-AC	ASA 180W AC Power Supply	2	0	2
	ASA-ANYCONN-CSD-K9	ASA 5500 AnyConnect Client + Cisco Security Desktop Software	2	0	2
	CON-SNT-AS2BUNK9	SMARTNET 8X5XNBD ASA5520 w/300 VPN Prs, 4GE+1FE,3DES/AES	2	0	2
	ASA5500-SC-5	ASA 5500 5 Security Context License	2	0	2
VOIP Hardware & Software					
Single Sign-on Server	643066-001	HP ProLiant DL580 G7 Base Server - rack-mountable - 4U - 4-way - 2 x Xeon E7-4807/ 1.86 GHz - RAM 64 GB - SAS - hot-swap 2.5" - no HDD - DVD - ATI ES1000 - Gigabit Ethernet - Embedded HP Smart Array P410i/512 MB FBWC Controller Monitor : none	1	0	1
	507127-B21	HP 300GB GG SAS 10K SFF (2.5inch) Dual Port Enterprise 3yr warranty hard drives	5	0	5
	481043-B21	HP Slim 12.7mm SATA DVDRW Optical Kit	1	0	1
	512485-B21	Integrated Lights-Out Advanced Pack, No Media ,1 Server License	1	0	1
	578322-B21	HP 1200W CS Platinum Ht Plg Pwr Supply Kit	1	0	1
	462828-B21	HP Smart Array P212/Zero Memory Controller - Storage controller (RAID) - SATA-300 / SAS 2.0 low profile - 600 MBps - RAID 0, 1, 10 - PCI Express 2.0 x8 - for ProLiant DL360 G7,	1	0	1
Unified	CUCM-USR-LIC	Top Level Sku For User License	1	0	1

	CON-ESW-CUCMUSR	ESSENTIAL SW Top Level Sku For User License	1	0	1
	CCX-85-CMBUNDLE-K9	CCX 8.5 5 Seat CCX ENH CM Bundle - AVAILABLE ONLY FOR NEW CM	1	0	1
	CON-ESW-CMBUNDK9	ESSENTIAL SW CCX 8.5 5 Seat CCX ENH CM Bundle - AVAIL	1	0	1
	CUCM-PAK	Include PAK Auto-expanding PAK for CUCM	1	0	1
	CUCM-USR	Include PAK Auto-expanding User for CUCM	540	0	540
	UCM-7845-71-KIT	CUCM 7.1 Media Kit for CUWL Only	1	0	1
	UCM-7845-NODE	CUCM 7845 Node	3	0	3
	LIC-CUCM-USR-A	Unified Communications Manager Enhanced Single User-Under 1K	90	0	90
	UCSS-U-UCM-A-1-1	UC Manager UCSS - 1 ENH User One Year Sub Tier A	90	0	90
	CON-ESW-EUSRA1	ESSENTIAL SW Unified Comm Mgr Enh Sngle User Under 1K	90	0	90
	UCM-7845-71-MCS7845I3-K9-CMC2	CUCM 7.1 7845	3	0	3
	CON-OSP-MS7845C2	Unified CM 7.1 7845-I3 Appliance, 0 Seats	2	0	2
	CCX-70-CM-BUNDLE	ONSITE 24X7X4 Unified CM 7.1 7845-I3	2	0	2
	CON-ESW-70CMBU	CCX 7.0 UCM 5 Seat ENH Bundle - ONLY with NEW UCM	2	0	2
	UCSS-U-CCX-E-1-5	ESSENTIAL SW 7.0 UCM 5 Seat ENH Bundle	2	0	2
	CUCMS-EVAL-K9	UCSS for CCX ENH - 5 users One Year Sub	2	0	2
	CAB-AC	CUCMS Monitoring Bundle Evaluation	2	0	2
		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	4	0	4
CUCM Server	MCS-7825-I5-IPC1	Bare Metal MCS 7825-I5 server 1xX3430 , 4GB RAM and 2x250GB	2	0	2
	CON-OSP-7825IPC1	ONSITE 24X7X4 Bare Metal MCS 7825-I5 server 1xX3430	2	0	2
	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0	2
IP Phones	CP-6921-C-K9=	Cisco UC Phone 6921, Charcoal, Standard Handset	58	3	61
	CP-7942G=	CISCO UNIFIED IP PHONE 7942	5	0	5
Voice Gateway	CISCO2921-V/K9	Cisco 2921 UC Bundle, PVDM3-32, UC License PAK	2	0	2

	CON-OSP-2921V	ONSITE 24X7X4 Cisco 2921 Voice Bundle	2	0	2
	S29UK9-15202T	Cisco 2901-2921 IOS UNIVERSAL	2	0	2
	VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2	0	2
	PVDM3-32U64	PVDM3 32-channel to 64-channel factory upgrade	2	0	2
	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	2	0	2
	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0	2
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	2	0	2
	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	2	0	2
	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	2	0	2
	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	2	0	2
	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	2	0	2
	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	2	0	2
	CUSM-1040-2PK	Cisco 1040 Sensor 2 Pack	1	0	1
	L-USM-2.3-500	Unified Service Monitor 2.3 500 IP phone License	1	0	1
	VGA204	Cisco VG204 Voice Gateway	2	0	2
	JPM2194A	Black - Distribution Panel for Cisco High-Density Analog & Digital Extension Module for Voice and Fax	1	0	1
	ELN29T-0025-MF	CAT5e-Pair Telco Connector Cable, AVAYA Style 50-Pins Tele Male to 50-Pin Telco Female 25-ft (7-6-m)	1	0	1
VX Tracker	VXP0001S	VXTracker Core - Main Site Module	1	0	1
	VXP0500U	VX 100 User License - Bundle of 100 (1-500)	1	0	1
	306293	VXTracker Server Appliance	1	0	1
	INS0001M	VXTracker Main Site Installation	1	0	1
	VX5YRMAINT	VXTracker five year maintenance.	1	0	1
Visual and Audio Paging					
Audio & Visual Paging					
		Audio, BSS Soundweb, BLUCARD-IN, Analog Input Card	10	0	10

		Audio, BSS Soundweb, BLUCARD-OUT, Analog Output Card	10	0	10
	Com-Net 4ZPM	Paging Station, Harman, 4-button, Desk Mount	19	1	20
	QTERM-G70	Paging Station, w/5-wire Mic, Single Wire, Cobranet Interface	2	0	2
		Digital Audio Controller	1	0	1
		Sound Card, PCI, AudioScience	2	0	2
		Audio, BSS Soundweb, BLU-800, Networked Signal Processor	6	0	6
		Audio, BSS Soundweb ,Phone Hybrid Card w/2 analog mic/line	4	0	4
	SYX Ventura M220 D525 Dual Core DDC	Computer, Systemax, M220	4	0	4
	NEC V321-2 SF640	LCD, NEC, 32"m 1366X768, Black, AV	4	0	4
	SMRTMNT Univ Flat BLK 23-46"	Mount, Peerless, Wall Flat, Universal, 23" to 46"	4	0	4
Software		Input License	47		
		Output License	24		
		Paging Core Application	1		
		Telephone Input License	4		
		Virtual Paging Station CUPPS Licenses	1		
		Single Channel DDC License	4		
		Windows Server 2008 CAL	4		
		Microsoft, SQL 2008 CAL	4		
Network switch	WS-C3750X-24P-L	Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	0	2
	C3KX-PWR-715WAC/2	Catalyst 3K-X 715W AC Secondary Power Supply	2	0	2
	C3KX-NM-1G CAB-STACK-50CM	Catalyst 3K-X 1G Network Module option PID	2	0	2
	CAB-3KX-AC CAB-	Cisco StackWise 50CM Stacking Cable	2	0	2
	CONSOLE-RJ45	AC Power Cord for Catalyst 3K-X (North America)	4	0	4
	C3KX-PWR-715WAC	Console Cable 6ft with RJ45 and DB9F	2	0	2
		Catalyst 3K-X 715W AC Power Supply	2	0	2
	CON-SNT-3750X2PL	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	2	0	2
EVIDS					

FIDS Servers	643066-001	HP ProLiant DL580 G7 Base Server - rack-mountable - 4U - 4-way - 2 x Xeon E7-4807/ 1.86 GHz - RAM 64 GB - SAS - hot-swap 2.5" - no HDD - DVD - ATI ES1000 - Gigabit Ethernet - Embedded HP Smart Array P410i/512 MB FBWC Controller Monitor : none	2	0	2
	507127-B21	HP 300GB GG SAS 10K SFF (2.5inch) Dual Port Enterprise 3yr warranty hard drives	4	0	4
	581286-B21	HP 600GB 6G SAS 10K rpm SFF (2.5 inch) Dual Port Enterprise 3yr warranty hard drive	6	0	6
	481043-B21	HP Slim 12.7mm SATA DVDRW Optical Kit	2	0	2
	512485-B21	Integrated Lights-Out Advanced Pack, No Media ,1 Server License	2	0	2
	578322-B21	HP 1200W CS Platinum Ht Plg Pwr Supply Kit	2	0	2
	462828-B21	HP Smart Array P212/Zero Memory Controller - Storage controller (RAID) - SATA-300 / SAS 2.0 low profile - 600 MBps - RAID 0, 1, 10 - PCI Express 2.0 x8 - for ProLiant DL360 G7,	2	0	2
LCD Monitors & Mounts	Tugman w/QTERM w/POE Color in waterproof enclosure	BIC input console	3	0	3
	SYX Ventura M220 D525 Dual Core DDC	Digital Display Controller	93	3	96
	AOpen	Digital Display Controller	7	4	11
	NEC V321-2	LCD, NEC, 32" , 1366x768, Black , AV, WXGA HDMI	88	5	93
	NEC P462	LCD, NEC, 46". 1920 x 1080, W/AV, HDMI	14	0	14
	SF640 SMRTMNT Univ Flat BLK 23-46" Secur	Mount, Peerless, Wall Flat, Universal, 23" to 46"	18	0	18
	PT-ST-650	Mount peerless, Tilt, 32"-56" LCDs	15	0	15
	SP850	SmartMount pull-out pivot wall mount, Black	18	0	18
	PLCM1CP	Column Ceiling Mount, Flat Panel 32" to 72"	29	0	29
		Baggage Claim mount	2	0	2
	PLCM_02. ACC558, AEC0203, PLP- V4X2	I-Beam Mount Flat Panel	2	0	2
FIDS Admin Workstations	HP QD135EP	Workstation - 8200 Elite PC SFF (PG850 CPU, 4 GB RAM, 250GB HDD, DVD-ROM, WIN7, including keyboard and mouse)	1	0	1

Airport Solution Line Service Agreement

Service Levels Schedule

Version 071212

1. Definitions

- 1.1. All definitions and interpretations have been moved to Section 1. before the Signing Page.

2. Applicability of Schedule

- 2.1. This Schedule applies with regards to the following Service(s):
- 2.1.1. CUPPS, CUSS, VoIP Single Sign-On, EVIDS, LAN, IP Telephony, Audio Paging.

3. Service Levels

3.1. Service Availability

- 3.1.1. Service Availability Service Levels do not apply in the absence of an Incident Record issued by SITA.
- 3.1.2. Service Availability is measured against the Expected Service Availability (i.e. excluding Scheduled Downtime). The table below contains a calculation (provided as an illustration only) of Expected Service Availability and Service Availability during one calendar month.

A month based on 30 calendar days = 43200 minutes (for a Service Cover Period of 24 hours x 7 days a week)

- Scheduled Downtime = 60 minutes
- Expected Service Availability = 43140 minutes
- Unplanned Outages = 90 minutes
- Service Availability = $((43140-90)/43140) * 100 = 99.79\%$

- 3.1.3. Service Levels for Service Availability are as set out in the following table:

Service	Service Cover Period	Service Availability
AirportConnect Open	24 hr x 7 days a week	99.5%
AirportConnect CUSS Kiosk	24 hr x 7 days a week	99.5%
EVIDS	24 hr x 7 days a week	99.5%
LAN	24 hr x 7 days a week	99.5%
IP Telephony	24 hr x 7 days a week	99.5%
Audio Paging	24 hr x 7 days a week	99.5%

3.2. Restoration of Service Time

- 3.2.1. Service Levels for Restoration of Service Time do not apply:
- 3.2.1.1. during Scheduled Downtime;
- 3.2.1.2. in the absence of an Incident Record issued by SITA (in case of an outage not due to Scheduled Downtime);

3.2.1.3. during Defer Time; or

3.2.2. When the Customer reports an Incident to the SITA Service Desk, the SITA Service Desk will assign to it one of the following priority levels (**Priority Level**):

Priority Level	Description	Examples
1 Critical Business Impact	Total system failure, including interruption of business critical applications, affecting all Customer Users. An alternative or bypass is unavailable.	<ul style="list-style-type: none"> A major application is experiencing a complete outage, severely affecting the Site. Flight-related data cannot be updated by the users and information is not collected and/or distributed to/from the connected systems (FIDS, AODB).
2 Major Business Impact	Complete or partial service interruption of business critical applications has occurred, affecting multiple Airline Users or workstations. An acceptable alternative or bypass is unavailable.	<ul style="list-style-type: none"> Customer was migrated from a previously functional service and has lost all functionality; Critical application functions are failing or producing incorrect results; and Repeated occurrences of a failure or a series of related failures that might be expected to result in significant Customer dissatisfaction or complaint.
3 Minor Business Impact	Partial service interruption of business critical applications, affecting a group of Airline Users or isolated business area. Operational impact is minimal with no immediate impact on Service delivery. An alternative bypass is available.	<ul style="list-style-type: none"> A new service (not a migration or replacement) was installed but has never been operational for Customer; Customer migrated from a previously functional service and has lost partial functionality; A user interface is not functioning, preventing Customer Users from making updates to their data; and A single server has failed in a multi-server environment, resulting in degraded performance.
4 Minimal Business Impact	A component, procedure or non-critical application is unusable. An alternative is available. There is impact to an individual Customer User and minimal impact on	<ul style="list-style-type: none"> Failure of server(s) occurred, but the back-up system recovered immediately; Failure of an application, but it recovered automatically or could be restarted and normal operation

Priority Level	Description	Examples
	Service delivery (possibly resulting in minor inconvenience).	resumed; and Intermittent degradation of Service (slow response time).
5	Minor Issues/No Business Impact	The faults do not affect the Service. An alternative or bypass is not applicable. There is minimal to no impact to Customer
		<ul style="list-style-type: none"> Spelling error with minimal impact; A configuration change is required; and Changes in user preferences.

3.2.3. Following the issue of a Incident Record, SITA will attempt to resolve the Incident by:

3.2.3.1. performing remote diagnostics and troubleshooting; and

3.2.3.2. if necessary and covered by the Service, engaging a field engineer.

3.2.4. Service Levels for Restoration of Service Time for the Priority Level of the Incident in question are as set out in the following table:

3.3. Onsite Staffing

3.3.2 Customer will provide work space at no cost to SITA for the Onsite SITA Staff

3.3.3 SITA will staff the work space from 0500 to 2200PST daily including weekends and holidays.

3.3.4 These staff will not be assigned temporary or permanent duties at any other airport during their scheduled working hours at Burbank Airport.

Service	Priority Level	Description	Fault Response Time	Total Restoration Time
			Onsite / On call	Onsite / On call
CUPPS Platform System	1	Platform completely unavailable	15 minutes / 60 minutes	30 minutes / 120 minutes
	2	Platform available, 1 or more functions not working, no work around	30 minutes / 60 minutes	30 minutes / 120 minutes
	3	Platform available, 1 or more functions not working, ,work around exist	60 minutes / 120 minutes	60 minutes / 240 minutes
CUSS Platform	1	Platform completely unavailable	15 minutes / 60 minutes	30 minutes / 120 minutes
	2	Platform available, 1 or more functions not working, no work around	30 minutes / 60 minutes	30 minutes / 120 minutes
	3	Platform available, 1 or more functions not working, ,work around exist	60 minutes / 120 minutes	60 minutes / 240 minutes
EVIDS/BICS	1	Platform completely unavailable	15 minutes / 60 minutes	60 minutes / 120 minutes
	2	Platform available, 1 or more functions not working, no work around	30 minutes / 60 minutes	30 minutes / 120 minutes
	3	Platform available, 1 or more functions not working, no work around	60 minutes / 120 minutes	60 minutes/ 240 minutes
LAN	1	LAN is completely unavailable	15 minutes / 60 minutes	30 minutes / 120 minutes
	2	Portions of LAN is unavailable (multiple connection problems)	30 minutes / 60 minutes	60 minutes / 120 minutes
	3	Single point of connectivity cannot be achieved	30 minutes / 120 minutes	120 minutes / 240 minutes

VoIP	1	VoIP core system is completely unavailable	30 minutes / 60 minutes	60 minutes / 120 minutes
	2	Portions of VoIP is unavailable (multiple connection problems)	30 minutes / 60 minutes	60 minutes / 120 minutes
	3	Single point of connectivity cannot be achieved. Single Phone problem	60 minutes / 120 minutes	120 minutes / 240 minutes
Audio/ Visual Paging	1	Audio/Visual Paging core system is completely unavailable	30 minutes / 60 minutes	60 minutes / 120 minutes
	2	Portions of Audio/Visual Paging is unavailable (multiple connection problems)	30 minutes / 60 minutes	60 minutes / 120 minutes
	3	Single point of connectivity cannot be achieved. Single Monitor/Zone issue.	60 minutes/ 120 minutes	120 minutes / 240 minutes

3.3.1. An Incident is deemed to be resolved when either:

- 3.3.1.1. SITA rectifies the fault or failure and reports that to Customer;
- 3.3.1.2. workaround has been achieved and the implementation of further resolution is scheduled;
- 3.3.1.3. Customer acknowledges, after contacting the SITA Service Desk, that there is no fault or failure;
- 3.3.1.4. SITA confirms to Customer that the functionality which is the subject of the reported Incident is correct;
- 3.3.1.5. the fault or failure cannot, despite reasonable efforts, be reproduced by SITA and/or Customer (and, as such, was a one-off); or
- 3.3.1.6. SITA determines that a remedy for the Incident will be included in the next release of the Application.

4. Service Levels Report

- 4.1. SITA shall use reasonable endeavors to deliver within 30 days from the end of each Measurement Period to Customer a report, which indicates the shortfalls in the Service Levels during that Measurement Period (Service Levels Report).

- 4.2. The parties agree that all information contained in Service Level Reports is Confidential Information of SITA.
- 4.3 In the event that the Service Levels are not met, SITA undertakes to credit BGPAA in accordance with agreed upon Service Levels.

Service Level	Service Credits
Service Availability	1 SCU per 10% below target Service Level
Restoration of Service Time	1 SCU per 10% below target Service Level

4.4 Service Credits

4.4.1 1 SCU = USD50

4.4.2 Service Credits for any Service to be credited by SITA to BGPAA during any Measurement Period shall not exceed two percent (2%) of the total Charges for that Service for that Measurement Period.

4.5 Service Credits will be applied to the Customer's next invoice.

4.6 Service Remediation

4.6.1 In the event a Service Level is not met, it will be reported in the monthly Service Level Report. If the Service Level that is not met requires an action plan, this will be presented and discuss with BGPAA to eliminate the root cause.

Airport Solution Line Service Agreement

Pricing Schedule

Version 071212

1. Definitions

- 1.1. All definitions and interpretations have been moved to Section 1. before the Signing Page.

5. One-Time Charges

- 5.1. Following the Effective Date of this Service Agreement SITA shall invoice and Customer shall pay to SITA the one-time charges shown in the following table (if any):

One- Time Charges	
Item	Currency: USD
None	N/A

6. Monthly Service Charges

- 6.1. SITA shall invoice and Customer shall pay to SITA the monthly service charges shown in the following table: commencing 01 October 2015.

Years 2 – 5	
Years 2-5 Extended Warranty (BASE)*	\$ 50,995 per month
Years 2-5 Extended Warranty (Change Order)*	\$ 3,392 per month
TOTAL Years 2-5 Extended Warranty	\$ 54,387 per month**

*Note Change Order includes 14 additional CUPPS positions and AirportVoice (Paging)

**The Monthly service charge is subject to CPI Adjustment.

7. Termination Charges

- 7.1. On termination of the Service(s) for any reason, SITA shall be entitled to charge:
- 7.1.1. any charges and penalties imposed by subcontractors and suppliers of SITA, which SITA is unable to avoid using commercially reasonable efforts; and
 - 7.1.2. any de-installation and disposal charges.

Airport Solution Line Service Agreement

Schedule

Version 071212

Airport Solution Line Service Agreement

Exhibit A: Sample Airline User Agreement

Version 071212

EXHIBIT A: SAMPLE AIRLINE USER AGREEMENT

(to be executed between each Airline User and SITA)

This Airline User Agreement is made as of this ____ day of _____, 20____, by and between:

I. SITA Information Networking Computing USA, Inc. (herein SITA) with offices in Atlanta, Georgia (3100 Cumberland Blvd., Suite 900, 30339), and

II. [complete], with offices at [complete] ("Airline User")

Whereas: through an Agreement entered into by the Burbank-Glendale-Pasadena Airport Authority and SITA, whereby SITA has been retained by the Airport Authority to provide the maintenance provision of CUPPS and common use systems: CUPPS, CUSS, VoIP Single Sign-On, EVIDS(AirportVision), LAN, IP Telephony, Audio Paging(AirportVoice) (together the "Service") at Burbank/Bob Hope Airport, dated _____.

In consideration of this Airline User -SITA Agreement, SITA will provide the Service at the Bob Hope Airport (BUR) to the Airline User listed above.

_____.

The Service will consist of equipment and services specified hereto.

This Airline User Agreement applies to the Following Service(s):

- Maintenance provision of CUPPS and common use systems: CUPPS, CUSS, VoIP Single Sign-On, EVIDS(AirportVision), LAN, IP Telephony, Audio Paging(AirportVoice)
- In relation to this Service, SITA will provide to the Airport Authority maintenance and support services.
- SITA will maintain the following equipment found in Attachment 1 of this Airline User Agreement.

The Airline User acknowledges and agrees:

- Airline User is responsible for providing a wide area telecommunication network connection to their host applications.
- In the event that Airline User fails to comply with any term or conditions of the Airline User Agreement and/or misuses any of the provided systems, SITA has the expressed authority to suspend the Airline User's access to the Services.
- Airline User is responsible for having had their terminal emulator tested and certified by SITA prior to deployment at the Airport. All associated costs of certification are the responsibility of the Airline User.
- Airline User is responsible for providing connection configuration data for connecting their departure control systems to the Airport Connect Open systems.

- Airline User is responsible for ensuring that the equipment is used in a proper manner and will not make any modifications, disconnect, remove, alter or interference with the equipment.
- Maintain the consistent use of Airline User log-in credentials supplied only by SITA (which refers to authorized Airline Users)

Data Security

- Airline User undertakes not to:
 - use, in conjunction with payment card data, payment applications or other applications that store, process or transmit payment cardholder data, any Service, Equipment or Software, which does not comply with PCI DSS or PA-DSS (as applicable); nor
 - use, in conjunction with any Service, Equipment or Software which is PCI DSS or PA-DSS compliant (as applicable), any third party services, equipment or software which does not comply with PCI Security Standards Council issued requirements, such as PCI DSS or PA-DSS (as applicable).
 - Unless otherwise expressly stated elsewhere, falling within the remit of application of PCI DSS or PA-DSS, such Service, and any Equipment and/or Software provided pursuant to such Service, are not compliant with PCI DSS or PA-DSS (as applicable).
- SITA will:
 - take appropriate technical and organizational measures to protect all data handled by it as a consequence of the Services against accidental or unlawful destruction or accidental loss, alterations, and unauthorized disclosure or access; and
 - use reasonable commercial endeavors to protect data from virus infection or third party intervention.

Airline User will not:

- other than as permitted under this Airline User Agreement, directly or indirectly, connect to the SITA Network or BGPAA provided LAN;
- interconnect the SITA Network, or cause or allow the SITA Network to be interconnected, with any other network without SITA's prior written consent (which may be given or withheld at SITA's sole discretion);
- directly or indirectly, sell, supply or otherwise provide or allow access to a Service to any third person, without SITA's prior written consent (which may be given or withheld at SITA's sole discretion); or
- modify or obscure in any way the SITA Marks provided as part of or in relation to a Service.
- Airline User shall be liable for any loss or damage to the Equipment found to have been caused by the Airline User's employees and /or agents.

This Airline User Agreement shall be effective on the date first above written. This Airline User Agreement shall be signed in triplicate. One original shall be for Airport Authority, one original shall be for Airline User and the third original shall be for SITA. Airline User acknowledges that it agrees with the obligations set out herein. By signing below, the individuals represent that they possess the necessary authority to bind their respective companies in the matters pertaining to them:

Signed for and behalf of **Airline User**
by its duly authorized representative:

(Signature)

Name:

Title:

Date:

Signed for and behalf of **Airline User**
by its duly authorized representative:

(Signature)

Name:

Title:

Date:

Airline User Agreement – Attachment 1: Equipment/Bill of Materials

Bill of Materials			Quantity		
Category	Part Number	Description	On line	Spare	Total
CUPPS Workstations					
Workstations	HP QD135EP	Workstation - 8200 Elite PC SFF (PG850 CPU, 4 GB RAM, 250GB HDD, DVD-ROM, WIN7, including keyboard and mouse)	81	4	85
	ELO 1715L 17" LCD Desktop Touchmonitor	CUPPS Workstation 17" Touchscreen LCD ELO 1715L 17" LCD Desktop Touchmonitor	81	4	85
	SMT750	APC Smart-UPS 750VA LCD 120V - SMT750	14	2	16
	SMT1500	APC Smart-UPS 1500VA LCD 120V - SMT1500	56	2	58
	AP9630	UPS NETWORK MANAGEMENT CARD 2	70	0	70
	ATB423MDOP	ATB423MDOP - Access Keyboards	67	3	70
Peripherals	L500A-106 with LCD	Epson TM-L500A-106:LCD, PS, COMBO IF - BTP PRINTERS	53	24	77
	L500A-107 with LCD, Roll feed	Epson TM-L500A-107:LCD, PS, COMBO IF - ATB PRINTERS	67	3	70
	RPL-500 B	Epson Roll Feed	59	3	62
	62427301	OKI B4600 LED 27PPM 1200x600 USB PAR 32MB PCL5E/6/FX 120V Black Prnt	23	6	29
	BGR 120 S	Access BGR 120 S (Bar Code Reader only; no MSR)	14	1	15
	LSR 120S	Barcode scanner	67	3	70
CUSS (Kiosks)					
Standalone Kiosks	S40635G02	SITA S3 Base Kiosk	9	0	9
	73240A1E11S	17" LCD Monitor/Touch Screen Assembly (ELO 1739 L)		1	1
	S40829G02	PC with Intel 2.5G Dual Core, Intel MB, 250G HDD and 4G RAM. Windows XP.		1	1
	73214A1S02S	Sankyo Card Reader		1	1
	S40844H01	UPS - Tripplite Smart550 120V		1	1
	S40807H01	IP Power Bar - Aviosys		1	1
	S20503H01	HHP Bar Code Scanner		1	1
	S40835G01	3M Passport Reader (without RFID)		1	1
	S40805H02	GPP printer ITK38-LC		1	1
	S40661G04	SITA D4 Base Kiosk	40	2	42
Desktop Kiosks	S40687G01	17" LCD Monitor/Touch Screen Assembly		1	1
	S10383H02	Motherboard (MB899F). Windows XP.		1	1
	73214A1S02S	Sankyo Card Reader		1	1
	S40526H01	GPP printer KC-38		1	1
	S41027H01	3M MRZ reader		1	1
	S20503H02	HHP Bar Code Scanner		1	1
CUPPS Core					

Application Servers	643066-001	HP ProLiant DL580 G7 Base Server - rack-mountable - 4U - 4-way - 2 x Xeon E7-4807/ 1.86 GHz - RAM 64 GB - SAS - hot-swap 2.5" - no HDD - DVD - ATI ES1000 - Gigabit Ethernet - Embedded HP Smart Array P410i/512 MB FBWC Controller Monitor : none	4	0	4
	507127-B21	HP 300GB GG SAS 10K SFF (2.5inch) Dual Port Enterprise 3yr warranty hard drives	4	0	4
	581286-B21	HP 600GB 6G SAS 10K rpm SFF (2.5 inch) Dual Port Enterprise 3yr warranty hard drive	6	0	6
	481043-B21	HP Slim 12.7mm SATA DVDRW Optical Kit	2	0	2
	512485-B21	Integrated Lights-Out Advanced Pack, No Media ,1 Server License	2	0	2
	578322-B21	HP 1200W CS Platinum Ht Plg Pwr Supply Kit	2	0	2
	462828-B21	HP Smart Array P212/Zero Memory Controller - Storage controller (RAID) - SATA-300 / SAS 2.0 low profile - 600 MBps - RAID 0, 1, 10 - PCI Express 2.0 x8 - for ProLiant DL360 G7,	2	0	2
WSUS/Antivirus /Sniffer	HP QD135EP	Workstation - 8200 Elite PC SFF (PG850 CPU, 4 GB RAM, 250GB HDD, DVD-ROM, WIN7, including keyboard and mouse)	2	0	2
Network Attached Storage Servers	RND4410- 100NAS	NETGEAR ReadyNAS Pro 4 - NAS - 4TB - Serial ATA-300 - HD 1 TB x4	2	0	2
	EH848A	HP StorageWorks Ultrium 920 SAS External Drive	1	0	1
	C7973A	HP Ultrium 800 GB Data Cartridge	5	0	5
	C7978A	HP Ultrium Universal Cleaning Cartridge	5	0	5
HP Openview Monitoring Server	643066-001	HP ProLiant DL580 G7 Base Server - rack-mountable - 4U - 4-way - 2 x Xeon E7-4807/ 1.86 GHz - RAM 64 GB - SAS - hot-swap 2.5" - no HDD - DVD - ATI ES1000 - Gigabit Ethernet - Embedded HP Smart Array P410i/512 MB FBWC Controller Monitor : none	1	0	1
	507127-B21	HP 300GB GG SAS 10K SFF (2.5inch) Dual Port Enterprise 3yr warranty hard drives	5	0	5
	481043-B21	HP Slim 12.7mm SATA DVDRW Optical Kit	1	0	1
	512485-B21	Integrated Lights-Out Advanced Pack, No Media ,1 Server License	1	0	1
	578322-B21	HP 1200W CS Platinum Ht Plg Pwr Supply Kit	1	0	1
	462828-B21	HP Smart Array P212/Zero Memory Controller - Storage controller (RAID) - SATA-300 / SAS 2.0 low profile - 600 MBps - RAID 0, 1, 10 - PCI Express 2.0 x8 - for ProLiant DL360 G7,	1	0	1
Bag Scales	DBSM1 CLASS	Scale readout display	58	0	58

III		SUP-PLAT-5Y-LX820	Baggage scale	58	0	58
Core Room Rack						
Rack UPS	SURT6000XLT	SMART-UPS 6000VA RT 208V	4	0	4	
	SURTRK2	APC Smart-UPS RT 19" Rail Kit for Smart-UPS RT 3/5/7.5/10kVA	4	0	4	
	AP8841	METERED RACK PDU 2G 200/208V 30A 36-C13 & 6-C19	4	0	4	
	AP8702S	6X0.6M POWER CORD KIT LOCKING C13 TO C14	8	0	8	
Racks	RK1000	Belkin 42U Premium Enclosure	4	0	4	
	RK5044	Belkin Rackmount Power Distribution Unit	4	0	4	
	RK5034	Belkin M6 Cage Nuts and Screws (Pack of 25)	3	0	3	
	RK5039	Belkin PDU/Powertrip Bracket Std Wiremold Power Strips	4	0	4	
	RK5027	Belkin: Fixed Front Mount Shelf	6	0	6	
	RK5005	Belkin Enclosure Top-Panel Single 10" Fan	4	0	4	
	RK5016	Belkin Single sided cable manager, 1U	8	0	8	
	RK5008	Belkin Enclosure Baying Kit	3	0	3	
KVM	F1DC101P-SR	Belkin 19" LCD Rack Console - KVM console - rack-mountable - TFT - 19" - 1U (Part #F1DC101P-SR)	3	0	3	
	F1DP108G	Belkin Omniview SMB 1x8 KVM-over-IP Switch - KVM switch - PS/2 - CAT5 - 8 ports - 1 local user - 1 IP user - 1U - stackable (Part # F1DP108G)	3	0	3	
	F1DP101A-AP-8PK	Belkin OmniView SMB Server Interface Module PS/2 - KVM extender - external - up to 100 ft (pack of 8) (Part # F1DP101A-AP-8PK)	3	0	3	
BLDG. 9-U20						
Rack UPS	SMT750RM2U	APC Smart-ups 750VA LCD RM 2U 120v	1	0	1	
	AP9630	UPS NETWORK MANAGEMENT CARD 2	1	0	1	
B-102A Room						
Rack UPS	SMT750RM2U	APC Smart-ups 750VA LCD RM 2U 120v	2	0	2	
	AP9630	UPS NETWORK MANAGEMENT CARD 2	2	0	2	
A-181 Room						
Rack UPS	SMT1500	APC Smart-UPS 1500VA LCD 120V - SMT1500	2	0	2	
	AP9630	UPS NETWORK MANAGEMENT CARD 2	2	0	2	
E-U19A Room						
Rack UPS	SMT750	APC Smart-ups 750VA LCD 120v	1	0	1	
	AP9630	UPS NETWORK MANAGEMENT CARD 2	1	0	1	
E-106 Room						
Rack UPS	SMT750RM2U	APC Smart-ups 750VA LCD RM 2U 120v	1	0	1	

	AP9630	UPS NETWORK MANAGEMENT CARD 2	1	0	1
E-155 Room					
Rack UPS	SMT750RM2U	APC Smart-ups 750VA LCD RM 2U 120v	1	0	1
	AP9630	UPS NETWORK MANAGEMENT CARD 2	1	0	1
E-U24 Room					
Rack UPS	SMT750RM2U	APC Smart-ups 750VA LCD RM 2U 120v	1	0	1
	AP9630	UPS NETWORK MANAGEMENT CARD 2	1	0	1
Network Hardware					
Core room switch	WS-C6513-E	Enh C6513 Chassis, 13slot, 19RU, No Pow Supply, No Fan Tray	1	0	1
	S2TIBK9-15001SY	Cisco CAT6000-VS-S2T IOS IP BASE FULL ENCRYPT	1	0	1
	VS-S2T-10G	Cat 6500 Sup 2T with 2 x 10GbE and 3 x 1GbE with MSFC5 PFC4	2	0	2
	MEM-C6K-CPTFL1GB	Catalyst 6500 Compact Flash Memory 1GB	2	0	2
	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)	2	0	2
	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	2	0	2
	WS-X6748-GE-TX	Cat6500 48-port 10/100/1000 GE Mod: fabric enabled, RJ-45	2	0	2
	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	2	0	2
	WS-C6513-E-FAN	Catalyst 6513-E Fan Tray	1	0	1
	WS-CAC-6000W	Catalyst 6500 6000W AC power supply	2	0	2
	CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US	4	0	4
	MEM-C6K-INTFL1GB	Internal 1G Compact Flash	1	0	1
	MEM-SUP2T-2GB	Catalyst 6500 2GB memory for Sup2T and Sup2TXL	1	0	1
	VS-F6K-PFC4	Cat 6k 80G Sys Daughter Board Sup2T PFC4	1	0	1
	VS-SUP2T-10G	Catalyst 6500 Supervisor Engine 2T Baseboard	1	0	1
	MEM-C6K-INTFL1GB	Internal 1G Compact Flash	1	0	1
	MEM-SUP2T-2GB	Catalyst 6500 2GB memory for Sup2T and Sup2TXL	1	0	1
	VS-F6K-PFC4	Cat 6k 80G Sys Daughter Board Sup2T PFC4	1	0	1
	VS-SUP2T-10G	Catalyst 6500 Supervisor Engine 2T Baseboard	1	0	1
	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	0	1
	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	0	1
	CON-SNT-C6513E	SMARTNET 8X5XNBD Enh C6513 Chassis, 1	1	0	1
	GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	16	1	17

B-102	CSACS-1121-K9	ACS 1121 Appliance With 5.x SW And Base license	2	0	2
	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0	2
	CSACS-5.3-SW-K9	Config Option: ACS 5.3 Software Loaded On 1121	2	0	2
	CSACS-5-BASE-LIC	Cisco Secure ACS 5 Base License	2	0	2
	CON-SNT-SACS1121	SMARTNET 8X5XNBD ACS 1121 Appliance With 5.1 (yearly)	2	0	2
	WS-C3750X-48PF-L	Catalyst 3750X 48 Port Full PoE LAN Base	3	0	3
	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	3	0	3
	C3KX-PWR-1100WAC/2	Catalyst 3K-X 1100W AC Secondary Power Supply	3	0	3
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	3	0	3
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	3	0	3
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	6	0	6
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	3	0	3
	C3KX-PWR-1100WAC	Catalyst 3K-X 1100W AC Power Supply	3	0	3
	CON-SNT-3750X4FL	SMARTNET 8X5XNBD Catalyst 3750X 48 Port Full PoE LAN Base	3	0	3
	CAB-STACK-1M	Cisco StackWise 1M Stacking Cable	3	0	3
E-106	GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	2	0	2
	WS-C3750X-24P-L	Catalyst 3750X 24 Port PoE LAN Base	2	1	3
	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	1	3
	C3KX-PWR-715WAC/2	Catalyst 3K-X 715W AC Secondary Power Supply	2	1	3
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	2	1	3
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2	1	3
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	2	1	3
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	2	1	3
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	2	1	3
	CON-SNT-3750X2PL	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	1	3
A-181	GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	2	0	2
	WS-C3750X-48PF-L	Catalyst 3750X 48 Port Full PoE LAN Base	4	1	5
	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	4	1	5
	C3KX-PWR-1100WAC/2	Catalyst 3K-X 1100W AC Secondary Power Supply	4	1	5

E-U24	C3KX-NM-1G CAB-STACK-50CM	Catalyst 3K-X 1G Network Module option PID Cisco StackWise 50CM Stacking Cable	4	1	5
	CAB-3KX-AC CAB-	AC Power Cord for Catalyst 3K-X (North America)	4	1	5
	CONSOLE-RJ45 C3KX-PWR-1100WAC	Console Cable 6ft with RJ45 and DB9F Catalyst 3K-X 1100W AC Power Supply	4	1	5
	CON-SNT-3750X4FL	SMARTNET 8X5XNBD Catalyst 3750X 48 Port Full PoE LAN Base	4	1	5
	CAB-STACK-1M	Cisco StackWise 1M Stacking Cable	4	1	5
	GLC-LH-SM=WS-C3750X-24P-L	GE SFP,LC connector LX/LH transceiver	4	1	5
	S375XVK9T-12253SE	Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	C3KX-PWR-715WAC/2	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	0	2
	C3KX-NM-1G CAB-STACK-50CM	Catalyst 3K-X 715W AC Secondary Power Supply Catalyst 3K-X 1G Network Module option PID	2	0	2
	CAB-3KX-AC CAB-	Cisco StackWise 50CM Stacking Cable	2	0	2
E-U19	CONSOLE-RJ45 C3KX-PWR-715WAC	AC Power Cord for Catalyst 3K-X (North America)	4	0	4
	CONSOLE-RJ45 C3KX-PWR-715WAC	Console Cable 6ft with RJ45 and DB9F	2	0	2
	CON-SNT-3750X2PL	Catalyst 3K-X 715W AC Power Supply	2	0	2
	GLC-LH-SM=WS-C3750X-24P-L	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	GLC-LH-SM=WS-C3750X-24P-L	GE SFP,LC connector LX/LH transceiver	2	0	2
	S375XVK9T-12253SE	Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	C3KX-PWR-715WAC/2	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	0	2
	C3KX-NM-1G CAB-STACK-50CM	Catalyst 3K-X 715W AC Secondary Power Supply	2	0	2
	CAB-3KX-AC CAB-	Catalyst 3K-X 1G Network Module option PID	2	0	2
	CONSOLE-RJ45 C3KX-PWR-715WAC	Cisco StackWise 50CM Stacking Cable	2	0	2
E-155	CAB-3KX-AC CAB-	AC Power Cord for Catalyst 3K-X (North America)	4	0	4
	CONSOLE-RJ45 C3KX-PWR-715WAC	Console Cable 6ft with RJ45 and DB9F	2	0	2
	CON-SNT-3750X2PL	Catalyst 3K-X 715W AC Power Supply	2	0	2
	GLC-LH-SM=WS-C3750X-24P-L	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	S375XVK9T-12253SE	GE SFP,LC connector LX/LH transceiver	2	0	2
	S375XVK9T-12253SE	Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	0	2

9-U20	C3KX-PWR-715WAC/2	Catalyst 3K-X 715W AC Secondary Power Supply	2	0	2
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	2	0	2
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2	0	2
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	4	0	4
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	2	0	2
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	2	0	2
	CON-SNT-3750X2PL	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	GLC-LH-SM=WS-C3750X-24P-L	GE SFP,LC connector LX/LH transceiver	2	0	2
		Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	0	2
	C3KX-PWR-715WAC/2	Catalyst 3K-X 715W AC Secondary Power Supply	2	0	2
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	2	0	2
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2	0	2
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	4	0	4
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	2	0	2
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	2	0	2
External Services Switches - core room	CON-SNT-3750X2PL	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	GLC-LH-SM=WS-C2960S-24TS-S	GE SFP,LC connector LX/LH transceiver	2	0	2
		Catalyst 2960S 24 GigE, 2 x SFP LAN Lite	2	0	2
	CAB-16AWG-AC	AC Power cord, 16AWG	2	0	2
	PWR-CLIP	Power retainer clip for compact switches	2	0	2
	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	2	0	2
	CON-SNT-2960S2SS	SMARTNET 8X5XNBD Cat 2960S 24 GigE,2 x SFP LAN Lite	2	0	2
	ASA5520-BUN-K9	ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	2	0	2
Firewall - Core room	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0	2
	SF-ASA-8.2-K8	ASA 5500 Series Software v8.2	2	0	2
	ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)	2	0	2
	ASA5520-VPN-PL	ASA 5520 VPN Plus 750 IPsec User License (7.0 Only)	2	0	2
	ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	2	0	2
	SSM-BLANK	ASA/IPS SSM Slot Cover	2	0	2

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	ASA-180W-PWR-AC	ASA 180W AC Power Supply	2	0	2
	ASA-ANYCONN-CSD-K9	ASA 5500 AnyConnect Client + Cisco Security Desktop Software	2	0	2
	CON-SNT-AS2BUNK9	SMARTNET 8X5XNBD ASA5520 w/300 VPN Prs, 4GE+1FE,3DES/AES	2	0	2
	ASA5500-SC-5	ASA 5500 5 Security Context License	2	0	2
VOIP Hardware & Software					
Single Sign-on Server	643066-001	HP ProLiant DL580 G7 Base Server - rack-mountable - 4U - 4-way - 2 x Xeon E7-4807/ 1.86 GHz - RAM 64 GB - SAS - hot-swap 2.5" - no HDD - DVD - ATI ES1000 - Gigabit Ethernet - Embedded HP Smart Array P410i/512 MB FBWC Controller Monitor : none	1	0	1
	507127-B21	HP 300GB GG SAS 10K SFF (2.5inch) Dual Port Enterprise 3yr warranty hard drives	5	0	5
	481043-B21	HP Slim 12.7mm SATA DVDRW Optical Kit	1	0	1
	512485-B21	Integrated Lights-Out Advanced Pack, No Media ,1 Server License	1	0	1
	578322-B21	HP 1200W CS Platinum Ht Plg Pwr Supply Kit	1	0	1
	462828-B21	HP Smart Array P212/Zero Memory Controller - Storage controller (RAID) - SATA-300 / SAS 2.0 low profile - 600 MBps - RAID 0, 1, 10 - PCI Express 2.0 x8 - for ProLiant DL360 G7,	1	0	1
Unified Communications Manager	CUCM-USR-LIC	Top Level Sku For User License	1	0	1
	CON-ESW-CUCMUSR	ESSENTIAL SW Top Level Sku For User License	1	0	1
	CCX-85-CMBUNDLE-K9	CCX 8.5 5 Seat CCX ENH CM Bundle - AVAILABLE ONLY FOR NEW CM	1	0	1
	CON-ESW-CMBUNDK9	ESSENTIAL SW CCX 8.5 5 Seat CCX ENH CM Bundle - AVAIL	1	0	1
	CUCM-PAK	Include PAK Auto-expanding PAK for CUCM	1	0	1
	CUCM-USR	Include PAK Auto-expanding User for CUCM	540	0	540
	UCM-7845-71-KIT	CUCM 7.1 Media Kit for CUWL Only	1	0	1
	UCM-7845-NODE	CUCM 7845 Node	3	0	3
	LIC-CUCM-USR-A	Unified Communications Manager Enhanced Single User-Under 1K	90	0	90
	UCSS-U-UCM-A-1-1	UC Manager UCSS - 1 ENH User One Year Sub Tier A	90	0	90
	CON-ESW-EUSRA1	ESSENTIAL SW Unified Comm Mgr Enh Sngle User Under 1K	90	0	90
	UCM-7845-71	CUCM 7.1 7845	3	0	3
	MCS7845I3-K9-CMC2	Unified CM 7.1 7845-I3 Appliance, 0 Seats	2	0	2

	CON-OSP-MS7845C2	ONSITE 24X7X4 Unified CM 7.1 7845-I3	2	0	2
	CCX-70-CM-BUNDLE	CCX 7.0 UCM 5 Seat ENH Bundle - ONLY with NEW UCM	2	0	2
	CON-ESW-70CMBU	ESSENTIAL SW 7.0 UCM 5 Seat ENH Bundle	2	0	2
	UCSS-U-CCX-E-1-5	UCSS for CCX ENH - 5 users One Year Sub	2	0	2
CUCM Server	CUCMS-EVAL-K9	CUCMS Monitoring Bundle Evaluation	2	0	2
	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	4	0	4
	MCS-7825-I5-IPC1	Bare Metal MCS 7825-I5 server 1xX3430 , 4GB RAM and 2x250GB	2	0	2
	CON-OSP-7825IPC1	ONSITE 24X7X4 Bare Metal MCS 7825-I5 server 1xX3430	2	0	2
IP Phones	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0	2
	CP-6921-C-K9=	Cisco UC Phone 6921, Charcoal, Standard Handset	58	3	61
	CP-7942G=	CISCO UNIFIED IP PHONE 7942	5	0	5
Voice Gateway	CISCO2921-V/K9	Cisco 2921 UC Bundle, PVD3-32, UC License PAK	2	0	2
	CON-OSP-2921V	ONSITE 24X7X4 Cisco 2921 Voice Bundle	2	0	2
	S29UK9-15202T	Cisco 2901-2921 IOS UNIVERSAL	2	0	2
	VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2	0	2
	PVD3-32U64	PVD3 32-channel to 64-channel factory upgrade	2	0	2
	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	2	0	2
	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0	2
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	2	0	2
	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	2	0	2
	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	2	0	2
	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	2	0	2
	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	2	0	2
	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	2	0	2
	CUSM-1040-2PK	Cisco 1040 Sensor 2 Pack	1	0	1
	L-USM-2.3-500	Unified Service Monitor 2.3 500 IP phone License	1	0	1
	VGA204	Cisco VG204 Voice Gateway	2	0	2
	JPM2194A	Black - Distribution Panel for Cisco High-Density Analog & Digital Extension Module for Voice and Fax	1	0	1
	ELN29T-0025-MF	CAT5e-Pair Telco Connector Cable, AVAYA Style 50-Pins Tele Male to 50-Pin Telco Female 25-ft (7-6-m)	1	0	1

VX Tracker	VXP0001S	VXTracker Core - Main Site Module	1	0	1
	VXP0500U	VX 100 User License - Bundle of 100 (1-500)	1	0	1
	306293	VXTracker Server Appliance	1	0	1
	INS0001M	VXTracker Main Site Installation	1	0	1
	VX5YRMAINT	VXTracker five year maintenance.	1	0	1
Visual and Audio Paging					
Audio & Visual Paging		Audio, BSS Soundweb, BLUCARD-IN, Analog Input Card	10	0	10
		Audio, BSS Soundweb, BLUCARD-OUT, Analog Output Card	10	0	10
	Com-Net 4ZPM	Paging Station, Harman, 4-button, Desk Mount	19	1	20
	QTERM-G70	Paging Station, w/5-wire Mic, Single Wire, Cobranet Interface	2	0	2
		Digital Audio Controller	1	0	1
		Sound Card, PCI, AudioScience	2	0	2
		Audio, BSS Soundweb, BLU-800, Networked Signal Processor	6	0	6
		Audio, BSS Soundweb ,Phone Hybrid Card w/2 analog mic/line	4	0	4
	SYX Ventura M220 D525 Dual Core DDC	Computer, Systemax, M220	4	0	4
	NEC V321-2 SF640	LCD, NEC, 32"m 1366X768, Black, AV	4	0	4
	SMRTMNT Univ Flat BLK 23-46"	Mount, Peerless, Wall Flat, Universal, 23" to 46"	4	0	4
Software		Input License	47		
		Output License	24		
		Paging Core Application	1		
		Telephone Input License	4		
		Virtual Paging Station CUPPS Licenses	1		
		Single Channel DDC License	4		
		Windows Server 2008 CAL	4		
		Microsoft, SQL 2008 CAL	4		
Network switch	WS-C3750X-24P-L	Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2	0	2
	C3KX-PWR-715WAC/2	Catalyst 3K-X 715W AC Secondary Power Supply	2	0	2
	C3KX-NM-1G CAB-STACK-50CM	Catalyst 3K-X 1G Network Module option PID	2	0	2
		Cisco StackWise 50CM Stacking Cable	2	0	2
	CAB-3KX-AC CAB-	AC Power Cord for Catalyst 3K-X (North America)	4	0	4
	CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	2	0	2
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	2	0	2

	CON-SNT-3750X2PL	SMARTNET 8X5XNBD Catalyst 3750X 24 Port PoE LAN Base	2	0	2
	GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	2	0	2
EVIDS					
FIDS Servers	643066-001	HP ProLiant DL580 G7 Base Server - rack-mountable - 4U - 4-way - 2 x Xeon E7-4807/ 1.86 GHz - RAM 64 GB - SAS - hot-swap 2.5" - no HDD - DVD - ATI ES1000 - Gigabit Ethernet - Embedded HP Smart Array P410i/512 MB FBWC Controller Monitor : none	2	0	2
	507127-B21	HP 300GB GG SAS 10K SFF (2.5inch) Dual Port Enterprise 3yr warranty hard drives	4	0	4
	581286-B21	HP 600GB 6G SAS 10K rpm SFF (2.5 inch) Dual Port Enterprise 3yr warranty hard drive	6	0	6
	481043-B21	HP Slim 12.7mm SATA DVDRW Optical Kit	2	0	2
	512485-B21	Integrated Lights-Out Advanced Pack, No Media ,1 Server License	2	0	2
	578322-B21	HP 1200W CS Platinum Ht Plg Pwr Supply Kit	2	0	2
	462828-B21	HP Smart Array P212/Zero Memory Controller - Storage controller (RAID) - SATA-300 / SAS 2.0 low profile - 600 MBps - RAID 0, 1, 10 - PCI Express 2.0 x8 - for ProLiant DL360 G7,	2	0	2
LCD Monitors & Mounts	Tugman w/QTERM w/POE Color in waterproof enclosure	BIC input console	3	0	3
	SYX Ventura M220 D525 Dual Core DDC AOpen	Digital Display Controller	93	3	96
	NEC V321-2	Digital Display Controller	7	4	11
	NEC P462	LCD, NEC, 32" , 1366x768, Black , AV, WXGA HDMI	88	5	93
	SF640 SMRTMNT Univ Flat BLK 23-46" Secur	LCD, NEC, 46". 1920 x 1080, W/AV, HDMI	14	0	14
	PT-ST-650	Mount, Peerless, Wall Flat, Universal, 23" to 46"	18	0	18
	SP850	Mount peerless, Tilt, 32"-56" LCDs	15	0	15
	PLCM1CP	SmartMount pull-out pivot wall mount, Black	18	0	18
		Column Ceiling Mount, Flat Panel 32" to 72"	29	0	29
		Baggage Claim mount	2	0	2
FIDS Admin Workstations	PLCM_02. ACC558, AEC0203, PLP-V4X2	I-Beam Mount Flat Panel	2	0	2
	HP QD135EP	Workstation - 8200 Elite PC SFF (PG850 CPU, 4 GB RAM, 250GB HDD, DVD-ROM, WIN7, including keyboard and mouse)	1	0	1

PARTICULARS**AMENDMENT NO.1**

Parties	SITA	Name	SITA Information Networking Computing USA Inc.	
		Address	3100 Cumberland Blvd. Suite 900 Atlanta, Georgia 30339	
		Address for notices	As above	
		Copy to	SITA 26, Chemin de Joinville 1216 Cointrin – Geneva Switzerland	
		Fax	+41 22 747 6166	
		Attention	General Counsel	
		Customer	Name	Burbank-Glendale-Pasadena
	Address		2627 Hollywood Way Burbank, California 91505	
	Address for notices		As above	
	Fax		818-557-0263	
	Attention		Business, Property and Administrative Services	
	Recitals	A	SITA provides airport services and solutions to customers around the world.	
		B	The parties now wish to amend the Service Agreement as set out in this amendment agreement (Amendment)	
	Service Agreement	Airport Solution Line Service Agreement between SITA and Customer effective as of 01 October 2015.		
Amendment No	01			
Amendment Effective Date	This Amendment is effective on (Amendment Effective Date) 01 October 2019.			
Governing Law	State of California, USA			
SITA Reference(s)	Customer ALD/NCC	-NC/000058706		
	Amendment Contract Number	2-00159318		
	Service Agreement Contract Number	1-509852833		

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1. Unless a term is specifically defined in this Amendment, the definitions set out in the Service Agreement shall apply to this Amendment.

1.2. In case of conflict between the provisions of the Service Agreement and this Amendment, the provisions of this Amendment shall prevail.

2. Amendments

2.1. The Service Agreement is amended by:

- a) Adding to Section 1.1 of the General Terms of the Service Agreement the following: After the Initial Term, the parties have agreed to a three (3) year renewal term. After the 3year renewal term, the Customer may exercise two (2) optional one (1) year renewals upon written agreement.
- b) Pricing Schedule – Section 6 shall be deleted in its entirety and replaced with the new Section 6 in Exhibit 1.

SIGNING PAGE

The parties may sign this Amendment by electronic signature. If a party decides to sign using an electronic signature, they agree that the electronic signature applied to this Amendment is authentic, has the same force and effect as a hand-written signature and is applied by the signatory with the intent to be bound by the terms and conditions of this Amendment.

Signed for and behalf of **SITA**
by its duly authorised representative:

Signature: Name: **HARIHAR SUBRAMANIAN,**Title: **FINANCE DIRECTOR**Date: **Oct, 29, 2019**

Signed for and behalf of **Customer**
by its duly authorised representative:

Signature: Name: **Shm Itanaka**Title: **Senior Deputy Executive**Date: **October 10, 2019**

EXHIBIT 1

Pricing Schedule

6. Monthly Service Charges

6.1 SITA shall invoice, and Customer shall pay to SITA the monthly service charges shown in the following table commencing 01 October 2019.

Years 1 to 3 - Extended Warranty	\$61,880.00
Optional Year 4 - Extended Warranty	\$64,153.00
Optional Year 5 - Extended Warranty	\$66,065.00