



December 11, 2025

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

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held on Monday, December 15, 2025, at 8:30 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

REGULAR MEETING  
OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
Airport Skyroom  
Monday, December 15, 2025  
8:30 a.m.

*The public comment period is the opportunity for members of the public to address the Committee on agenda items and on Airport-related non-agenda matters that are within the Committee'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 of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:*

- *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 Committee 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 Committee'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 Committee 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.*

## A G E N D A

Monday, December 15, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes

- a. November 17, 2025

**[See page 1]**

5. Items for Approval

- a. Award of Software License and Service Level Agreement  
Enterprise Asset Management System (RFP E25-06)

**[See page 3]**

**Staff seeks an Operations and Development Committee recommendation to the Commission to:**

- 1. Reject a bid protest filed by Electronic Data, LLC, an Arora Engineers company, with regard to RFP No. E25-06 Enterprise Asset Management System.**
- 2. Award to NEXGEN Asset Management a Software License Agreement and a Service Level Agreement ("Agreements"), for the implementation and ongoing support of an Enterprise Asset Management System in the amount not-to-exceed \$1,403,419, to be paid on a percentage completion basis.**
- 3. Authorize a contingency for the implementation effort, in the amount of \$64,000.**

***The proposed Agreement is for a five-year performance term, with one five-year extension option available at the discretion of the Authority. This will be a phased software implementation with the goal to have key functionality available for the Replacement Passenger Terminal beneficial occupancy in October 2026.***

6. Items for Information

- a. Committee Pending Items

**[See page 12]**

7. Adjournment

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

**MONDAY, NOVEMBER 17, 2025**

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:36 a.m., by Commissioner Hampton.

**1. ROLL CALL**

<b>Present:</b>	Commissioners Hampton, Talamantes and Asatryan
<b>Absent:</b>	None
<b>Also Present:</b>	Staff: John Hatanaka, Executive Director; Kimberley Parker-Polito, Director, Information and Communication Technologies

**2. Approval of Agenda**

<b>Motion</b>	Commissioner Asatryan moved approval of the agenda; seconded by Commissioner Hampton.
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<b>Motion Approved</b>	The motion was approved (3-0).
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**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

<b>a. October 6, 2025</b>	The agenda packet included a draft copy of the October 6 <sup>th</sup> and October 20 <sup>th</sup> , 2025, Committee meeting minutes for review and approval.
<b>b. October 20, 2025</b>	

<b>Motion</b>	Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Asatryan.
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<b>Motion Approved</b>	The motion was approved (3-0).
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## **5. Items for Approval**

### **a. Award of Professional Services Agreement – Private Wireless Network Consulting**

Staff sought a recommendation from the Operations and Development Committee to the Commission to award a proposed Professional Services Agreement (“PSA”) in the amount of \$339,739 for Private Wireless Network (“PWN”) Consulting Services to Barich, Inc.

The proposed PSA provides consulting services for the preparation of a Request for Proposals to design, build, and install a PWN at locations within the Airport that do not have CAT-6 or fiber network connectivity to support the Authority’s Digital Video Surveillance System and local area network.

#### **Motion**

Commissioner Asatryan moved approval of the recommendation, seconded by Commissioner Talamantes, with the request to move this to the Commission agenda as a Consent item.

#### **Motion Approved**

The motion was approved (3-0).

## **6. Items for Information**

### **a. Committee Pending Items**

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

## **7. Adjournment**

There being no further business to discuss, the meeting was adjourned at 8:45 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
DECEMBER 15, 2025**

**AWARD OF SOFTWARE LICENSE AND SERVICE LEVEL AGREEMENT  
ENTERPRISE ASSET MANAGEMENT SYSTEM (RFP E25-06)**

Presented by Stephanie Gunawan-Piraner  
Deputy Executive Director, Planning and Development

**SUMMARY**

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to:

1. Reject a bid protest filed by Electronic Data, LLC (“EDI”), an Arora Engineers company, with regard to RFP No. E25-06 Enterprise Asset Management System.
2. Award to NEXGEN Asset Management (“NEXGEN”) a Software License Agreement and a Service Level Agreement (“Agreements”), copy attached, for the implementation and ongoing support of an Enterprise Asset Management System (“EAMS”), in the amount not-to-exceed \$1,403,419, to be paid on a percentage completion basis.
3. Authorize a contingency for the implementation effort, in the amount of \$64,000.

The proposed Agreement is for a five-year performance term, with one five-year extension option available at the discretion of the Authority. This will be a phased software implementation with the goal to have key functionality available for the Replacement Passenger Terminal (“RPT”) beneficial occupancy in October 2026.

**BACKGROUND**

The Authority currently utilizes multiple technologies to track and manage assets, service requests, work orders, inspection reporting, hazard reporting, and asset record management. With the complexity of the RPT into the Airport, Staff seeks to implement a consolidated EAMS to better serve multiple departments, with the goal to enhance data accessibility, improve collaboration, and streamline operations for all facets of the Airport operations. In the long term, the EAMS will be utilized to assist with capital improvement project planning efforts and optimize scheduling and budgeting for replacement and/or rehabilitation of the Airport’s major assets.

The proposed EAMS is a Commercial-Off-The-Shelf (“COTS”) system, with at least 75% of its functionality pre-built and the remainder customizable to meet specific operational needs at the Airport. Implementation of this program will align with the scope, business processes, and technical requirements detailed in the Request for Proposals (“RFP”).

**SCOPE OF WORK**

The scope of work for the proposed Agreements generally includes configuration, setup and implementation of the EAMS, overall project management, testing and training, and ongoing technology maintenance support services.

NEXGEN will work with Staff and deliver the implementation in four phases:

1. Project definition phase, including project management readiness activities and development of a Project Management Plan;
2. Blueprinting phase, which includes reviewing and confirming the developed business processes and identifying and gathering additional configuration needs to provide the desired functional and technical requirements.
3. Realization phase, which includes configuration of the EAMS based upon the approved requirement documents, data migration, testing, and training; and
4. Go-Live, for the system to be switched on for Staff day-to-day use.

The scope of work requires the following functionalities:

1. Asset Registry Management.
2. Service Request Management.
3. Planning and Scheduling.
4. Work Order Management.
5. Inventory Management.
6. Conditions Assessment and Inspection (including safety, security, project related, regulatory driven, tenant related, warranty related, environmental compliance related).
7. Asset Risk Management.
8. Safety Risk Assessment and Hazard Reporting.
9. Asset Life-Cycle Management/Capital Planning.
10. Dashboard and Reporting functionality.

## PROCUREMENT

Staff publicly solicited responses to an RFP via the Authority's PlanetBids e-procurement website on August 1, 2025. The notification was released to 315 firms. RFP documents were downloaded by 74 firms.

A mandatory pre-proposal virtual conference (teleconference) was held on August 11, 2025. The conference was attended by 39 firms. Staff received proposals from 10 teams. The 10 teams, listed in alphabetical order by prime consultant, are as follows:

- 360s2g
- Aerosimple, Inc.
- Electronic Data, LLC (EDI)
- Guidehouse Inc. (Guidehouse)
- NEXGEN
- ProDIGIQ, Inc.
- SDI Presence
- Total Resource Management, Inc.
- VSolvit LLC
- Woolpert, Inc. (Woolpert)

A nine-member selection committee, supported by three non-voting members, comprised of staff from the Finance, Planning, Maintenance, Operations, Noise and Environmental, Safety, and Information & Communications Technology Departments, as well as a

representative from a peer airport, reviewed the proposals based on the following selection criteria:

- **SC-1** Firm's Experience, Background and Past Performance (25 points)
- **SC-2** Qualifications of Proposed Project Team (25 points)
- **SC-3** Technical Approach, Quality of System Solution and Functional & Technical Requirements workbook (40 points)
- **SC-4** Submission of an Enterprise Asset Management System Purchase Agreement and a Cloud-Based Services Agreement for review (0 points)
- **SC-5** Price proposal (20 points)

Based on the proposal evaluation, the top four firms were shortlisted and are presented as follows, in alphabetical order: EDI, Guidehouse, NEXGEN, and Woolpert. The shortlisted firms were invited for interviews at the Airport in October 2025. The interview process lasted four hours per firm, and consisted of a technology demonstration by each firm, followed by interview questions. The scoring of the interviews is as follows:

<b>Selection Criteria</b>	<b>SC-1</b>	<b>SC-2</b>	<b>SC-3</b>	<b>SC-4</b>	<b>SC-5</b>	<b>TOTAL</b>
Maximum Points	25	25	40	0	20	110
<b>Firm:</b>						
EDI	25	17	26	0	12	80
Guidehouse	25	18	27	0	17	87
<b>NEXGEN</b>	<b>25</b>	<b>23</b>	<b>36</b>	<b>0</b>	<b>20</b>	<b>104</b>
Woolpert	25	16	26	0	12	79

### BID PROTEST

On November 11, 2025, a Notice of Recommendation for the contract award for EAMS was posted on PlanetBids. EDI submitted a bid protest on November 26, 2025 with respect to the contract award.

Staff believes that the bid protest has no merit and should be rejected for several reasons:

- EDI asserts that it was not evaluated based on the selection criteria stated in the RFP. This is incorrect. The selection panel evaluated all proposers, including EDI, using those selection criteria.
- EDI asserts that insufficient notice for interview participation was provided and that it made multiple unsuccessful attempts to obtain clarification regarding participation of the proposed Project Manager ("PM") which limited its ability to meet expectations for the interview. Staff provided EDI the same interview notice and preparation opportunity as other firms. EDI had notice of the interview week 19 days before the interview and had notice of the specific time and date 12 days before the interview. In addition, EDI's inability to have its PM attend the interview should not have limited its ability to present technical content or demonstrate the capability of its enterprise asset management system. All proposers are expected to ensure that interviews are substantive and technically oriented, and not sales-only presentations. This intent was fully met in all interviews.



- EDI asserts that the proposed solution from NEXGEN does not appear to fully meet the requirements of the Scope of Services. This is inaccurate. Both in the proposal and in the interview, NEXGEN presented a full solution covering all requirements, including Part 139, Safety Risk Assessments, and lifecycle asset management. The selection panel confirmed the RFP requirements were met through the 3.5-hour-long demonstration that was performed. The solution presented by NEXGEN is aligned with the Authority's stated objectives.

Throughout the procurement process, Staff ensured proposers were evaluated based on consistent and transparent selection criteria as stated in the RFP. All proposers were evaluated based on those criteria.

### RECOMMENDATION

Based on a comprehensive evaluation of the proposals and in-depth software demonstrations and interviews, NEXGEN was identified as the highest-ranked firm, offering the best understanding of the requirements and an EAMS solution that is well-suited for the operational environment at the Airport. NEXGEN has proposed a cohesive team with proven track record of EAMS implementations. As the recommended vendor, NEXGEN, will be tasked to deliver a fully tested EAMS, and provide ongoing warranty and maintenance support.

NEXGEN is a private software company founded in 2006 and with its headquarters located in Sacramento, CA. The firm has provided scalable EAMS solutions to various private firms and public agencies, including Amazon, Meta (formerly Facebook), San Diego Convention Center, Oklahoma City Airport, Great Lakes Water Authority, Tinker Airforce Base, and the City of Berkeley.

As part of the proposed EAMS solution, NEXGEN includes three key user interfaces that support the overall system: a mobile platform that allows Staff to access, update, and manage service requests, work orders, asset and warehouse inventories, condition assessments, and inspections with full offline capability; a Contractor Portal that streamlines work management and communication between Staff and contracted service providers; and a public-facing web portal that enables non-registered users to submit and track service requests, which synchronize directly with the EAMS.

### FUNDING

The adopted FY 2026 Budget includes appropriations for this project in the amount of \$750,000 which is anticipated to be sufficient for expenditures incurred in FY 2026. Funding for the services in the remaining term of the Agreement will be included in subsequent budget requests.

### STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission to (1) reject the bid protest filed by EDI; (2) approve the proposed Agreements with NEXGEN for EAMS implementation and to authorize the President to execute the same; and (3) authorize the proposed project contingency for the implementation of the system.

**EDI**

6900 Tavistock Lakes Blvd.,  
Ste. 400  
Orlando, FL 32827

**edatai.com**

info@edatai.com  
P (727) 299-9304

November 26, 2025

Burbank-Glendale-Pasadena Airport Authority  
Attn: Lanna Aguilera, C.P.  
2627 Hollywood Way  
Burbank, CA 91505

RE: Formal Protest of Award – RFP No. E25-06 (Enterprise Asset Management System)

Dear Ms. Aguilera,

On behalf of Electronic Data, LLC (EDI), I am submitting this letter as a formal protest regarding the outcome of RFP No. E25-06 – Enterprise Asset Management (EAM) System for the Burbank-Glendale-Pasadena Airport Authority.

EDI submitted a complete, responsive proposal and participated in the interview process in good faith. While we appreciate the opportunity to compete, we respectfully raise the following concerns, supported by specific provisions in the RFP.

### **1. Incomplete Evaluation Based on Published Criteria**

The Proposal Evaluation Criteria (RFP p. 37) defines five scoring categories – SC-1 through SC-5 – that were to guide evaluation and selection. Our shortlist demonstration was carefully developed to align with these criteria and specifically followed the EAM demonstration scripts provided by the Authority.

Early during our interview, a member of the evaluation team expressed concern that the solution being presented appeared to be overly complex and that the airport might not yet be ready to support some of the more advanced use cases included in our demonstration. Following this comment, the individual disengaged from the session and did not appear to participate further.

The EDI team acknowledged the feedback in real time and simplified the demonstration where possible. While some scripted use cases may not have matched the airport's current operational maturity, they were included to demonstrate scalability – a requirement identified throughout the Scope of Services (Attachment A) and consistent with the Authority's stated vision on page 4 of the RFP.

Because the Selection Process/Contract Award section (RFP p. 37) specifies that the award must be based on consensus ranking consistent with the published Selection Criteria, we respectfully request clarification of how these criteria were applied during evaluation and interviews.

### **2. Insufficient Notice for Interview Participation**

The Procurement Schedule (RFP p. 31) indicates interviews, if conducted, would occur the "Week of September 29, 2025," but provides no required notice period. EDI received less than two weeks' notice, which made it difficult to coordinate travel and ensure attendance of all key personnel, including our proposed Project Manager.

We made multiple attempts to engage the Authority for clarification:

- Emailed Semija Bolton on October 15, 2025
- Called Ms. Aguilera on October 20, 2025
- Sent a follow-up email to Ms. Aguilera on October 26, 2025

Despite these efforts, we did not receive clear guidance regarding Project Manager participation, which limited our ability to meet expectations for the interview.

### **3. Limited Reference Validation**

Under Project Organization and Key Personnel (RFP pp. 34-35), each resume was to include three professional references “to be used in evaluation.” After the interview, we submitted additional references for our proposed Project Manager. It remains unclear whether those references were contacted or factored into the scoring. We respectfully request confirmation that all proposers’ references – both initial and supplemental – were reviewed consistently and equitably.

### **4. Disconnect Between Requirements and Selection**

The Scope of Services (Attachment A, introduced on RFP p. 4) and Project Objectives section articulate the Authority’s desire for a Commercial-Off-The-Shelf (COTS) EAM system that consolidates multiple technologies into one unified platform and supports Part 139 Inspections, Safety Risk Assessments, and lifecycle asset management.

Based on our review, the selected vendor’s proposed solution does not appear to fully meet these requirements. For example, it reportedly lacks a native Part 139 solution, which may force the Authority to maintain separate, disconnected systems — contrary to the RFP’s stated goals.

In contrast, EDI’s proposed system fully satisfies these requirements and has been successfully implemented at numerous U.S. airports. We believe this disconnect between the published requirements and the awarded solution raises concerns regarding alignment with the Authority’s stated objectives in Attachment A – Scope of Services (RFP p. 4) and Attachment C – Functional and Technical Requirements Workbook.

### **Request for Clarification and Reconsideration**

In consideration of the issues outlined above, and consistent with the transparency expectations described under Other Solicitation Terms (RFP p. 38), EDI respectfully requests:

- A debrief and explanation of the final evaluation methodology and scoring
- Confirmation that all proposers were evaluated based on consistent and transparent criteria
- Consideration for reevaluating the award recommendation, considering the issues raised in this protest

EDI remains committed to supporting the Authority’s EAM objectives and appreciates the opportunity to raise these concerns in the interest of transparency and fairness.

Thank you for your time and consideration.

Sincerely,  
EDI



Stephen W. Bisch  
Senior Vice-President, Enterprise Solutions



December 11, 2025

Via e-mail  
[sbisch@aroraengineers.com](mailto:sbisch@aroraengineers.com)

Steve Bisch  
Senior Vice President, Enterprise Solutions  
Arora Engineers  
6900 Tavistock Lake Blvd., Suite 400  
Orlando, FL 32827

**Reference: Protest of Award – RFP No. E25-06 Enterprise Asset Management System**

Mr. Bisch:

I write on behalf of the Burbank-Glendale-Pasadena Airport Authority (“Authority”) in response to your email and letter dated November 26, 2025, in regards of a formal protest filed on behalf of Electronic Data, LLC (“EDI”). The protest objects to staff’s determination to recommend that NexGen be awarded the contract for an enterprise asset management system. The assertions and requests made in your letter are addressed below.

**Assertion: Incomplete Evaluation Based on Published Criteria**

EDI asserts that it was not evaluated based on the selection criteria stated in the RFP. This is incorrect. The selection panel evaluated all proposers, including EDI, using those selection criteria.

**Assertion: Insufficient Notice for Interview Participation**

EDI asserts that insufficient notice for interview participation was provided. EDI also asserts that it made multiple unsuccessful attempts to obtain clarification regarding participation of the proposed Project Manager (“PM”) which limited its ability to meet expectations for the interview.

EDI was given the same interview notice and preparation opportunity as other firms. Here is a brief chronology of events:

- October 2, 2025: Notice to All Respondents was posted on PlanetBids giving notice of the next steps including that the top four proposers would be invited to interview at the airport the week of October 20, 2025.
- October 8, 2025: Notice of Intent to Shortlist was posted on PlanetBids giving notice that the top four proposers, including EDI, would be invited to interview the week of October 20, 2025.
- October 9, 2025: Formal invitation was sent to EDI (Kyle Talkington) for an October 21, 2025 interview at the airport.
- October 16, 2025: I called Kyle Talkington to confirm EDI’s interview attendance.
- October 21, 2025: At 10:10am (morning of EDI’s interview) Mr. Talkington left me a voicemail stating that two individuals would be present for the interview and asking if there was a requirement for any other team members.
  - o I was engaged in another interview during this time and did not respond.
- October 21, 2025: EDI interviewed at the airport from 1pm – 5pm.



Notably, the chronology does not include a phone call to me from EDI on October 20, 2025. Contrary to the statement in your letter, I did not receive such a call. In any event, EDI had notice of the interview week 19 days before the interview and had notice of the specific time and date 12 days before the interview.

EDI did not lose points because its PM did not attend the interview; the PM's presence in the interview was not a scored criterion. Moreover, EDI's inability to have its PM attend the interview should not have limited its ability to present technical content or demonstrate the capability of its enterprise asset management system. EDI's demonstration at the interview was led by the firm's designated functional lead, Mr. Tim Conrad. He seemingly was qualified to represent EDI at the interview based on the description in EDI's proposal:

"[Mr. Conrad] has deployed an assortment of enterprise solutions and asset management initiatives. ... Mr. Conrad presented on subjects ranging from regulatory compliance to best practices and reliability. ... Mr. Conrad provides overall solution visioning and translation of business requirements into solution components, design processes and identify business requirements, as well as provides specialized knowledge in existing process knowledge, controls and compliance requirements and existing applications and interfaces."

Ultimately, proposers are expected to ensure that interviews are substantive and technically oriented, and not sales-only presentations. The Authority determined that this intent was fully met in all interviews.

#### **Request: Confirm Consideration of Supplemental References**

EDI requests confirmation that the supplemental references it submitted after the interview were factored into the scoring. EDI's submission of supplemental references was not considered because the submission disregarded the RFP's instructions, which required proposers to include the references with the proposal. Further, the RFP declared: "If more than three reference projects are submitted, only the first three reference projects will be considered for evaluation." Thus, EDI's supplemental references were not contacted or taken into consideration.

#### **Assertion: Disconnect Between Requirements and Selection**

EDI asserts that the proposed solution from NexGen does not appear to fully meet the requirements of the Scope of Services. This is inaccurate.

Both in the proposal and in the interview, NexGen presented a full solution covering all requirements, including Part 139, Safety Risk Assessments, and lifecycle asset management. The selection panel confirmed the RFP requirements were met through the 3.5-hour-long demonstration that was performed. The solution presented by NexGen is aligned with the Authority's stated objectives.

#### **Request: Debrief**

EDI requests a debrief and explanation of the final evaluation and methodology and scoring. As a reminder, the RFP declared: "Debrief requests will not be entertained but a final evaluation score sheet broken down by selection criteria will be made public upon request." The evaluation score sheet for staff's contract award recommendation will be included in the staff report submitted to the Authority's Operations and Development Committee for this item. The staff report will be made available to the public on December 11, 2025 in the Authority's website.

**Request: Evaluation Confirmation**

EDI requests confirmation that proposers were evaluated based on consistent and transparent criteria. Again, the selection criteria were stated in the RFP and all proposers were evaluated based on those criteria.

**Request: Reevaluation of Award Recommendation**

EDI requests that the contract award recommendation be reevaluated based on the issues raised on its protest. As there is no merit to EDI's protest, staff is proceeding with a recommendation that the contract be awarded to NexGen.

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Please be advised that, at the 8:30 a.m. December 15, 2025, meeting of the Authority's Operations and Development Committee at Hollywood Burbank Airport's SkyRoom located at 2627 N. Hollywood Way, Burbank, CA 91505, staff will seek a recommendation from the Committee to the Authority Commission for award of the enterprise asset management system contract to NexGen. There will be a public comment opportunity at the meeting for anyone interested in speaking. Subject to the recommendation of the Committee, this item will be placed on the Commission's agenda for consideration at a future meeting.

The Authority appreciates EDI's interest in this procurement and welcomes your participation in future proposal solicitations.

Sincerely,

Lanna Aguilera

Lanna Aguilera  
Sr. Manager, Procurement  
818.860.3063  
[laquilera@bur.org](mailto:laquilera@bur.org)

cc: Stephanie Gunawan-Piraner, Deputy Executive Director, Planning and Development

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
DECEMBER 15, 2025**

**COMMITTEE PENDING ITEMS**

**Future**

**Tentative Presentation**

- |  |              |
|--|--------------|
| 1. Award of Contract - RPS Elevator Rehabilitation           | Jan\Feb 2026 |
| 2. Award of Contract - SEQ Phase 1 Improvements              | Jan\Feb 2026 |
| 3. Award of Contracts - Service Providers for RPT Operations | TBD          |
| 4. Award of Contract - On-call Pavement Contractor           | TBD          |
| 5. Award of Contract - Waste Management Program              | TBD          |

## Software License Agreement

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# NEXGEN Asset Management Software License Agreement

## *Hollywood Burbank Airport*

This Agreement, effective as of January 20, 2026, ("Agreement") is between NEXGEN Asset Management, a Nevada corporation ("NEXGEN"), and Burbank-Glendale-Pasadena Airport Authority, a California joint powers authority located at 2627 N Hollywood Way, Burbank, CA 91505 ("Licensee").

### RECITALS

Whereas, NEXGEN owns certain software programs, referred to collectively as the NEXGEN Asset Management® (NEXGEN AM) products; and

Whereas, Licensee desires to use those programs, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property contained in the programs, subject to the terms of this Agreement.

Now, therefore, NEXGEN and Licensee agree as follows:

### 1. DEFINITIONS

"Program(s)" means the object code version of the software programs and related documentation provided by NEXGEN to Licensee at any time under terms of this Agreement.

"Users" means the number of users (i.e., the number of users using the Program at one time) permitted to use a Program.

"Domains" means the number of individual database setups that can be accessed by a Program.

### 2. LICENSE GRANT

- ☒ License of Program(s). Subject to the terms and conditions of this Agreement NEXGEN grants Licensee a nonexclusive, nontransferable license to use the object code version of the Program(s) during the term of this Agreement.
- ☒ Limited Grant. Except as expressly set forth in this Section 2, NEXGEN grants and Licensee receives no right, title or interest in or to the Program(s) or any other deliverables provided by NEXGEN in connection with this Agreement.

### 3. LICENSE RESTRICTIONS

- ☒ No Reverse Engineering. Licensee will not disassemble, decompile, reverse analyze, or reverse engineer the Program(s).
- ☒ No Modification. Licensee will not modify the Program(s).
- ☒ No Copying. Licensee will not copy the Program(s), in whole or in part.
- ☒ No Third Party Use. Licensee will not use the Program(s) in any manner to provide services to any third parties.



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#### 4. PROPRIETARY RIGHTS

- ∞ NEXGEN Property. The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of NEXGEN.
- ∞ Proprietary Notices. Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of NEXGEN and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

#### 5. CONFIDENTIAL INFORMATION

- ∞ Definition. "Confidential Information" refers to: (i) the Program(s), including, but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of NEXGEN, including but not limited to any information relating to NEXGEN's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information designated by NEXGEN as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; and (iv) the terms and conditions and existence of this Agreement. For avoidance of doubt any and all data and information provided and processed by Licensee using any of the Program(s), and/or otherwise made accessible to NEXGEN ("Licensee Data"), is Confidential Information. NEXGEN is provided a limited license to use, store and/or process Licensee Data solely for purposes of providing the services to Licensee required hereunder ("Services"). NEXGEN shall not sell, disseminate or share Licensee Data except as required to provide the Services.
- ∞ Confidential Information will not include information that: (i) is in or enters the public domain without Licensee's breach of this Agreement; (ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (iii) Licensee develops independently, which it can prove with clear and convincing written evidence.
- ∞ Confidentiality Obligations. Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance. Notwithstanding the provisions of this Section 5, Licensee may disclose Confidential Information in response to a subpoena, court order, California Public Records Act request, or otherwise as required by law provided Licensee shall utilize reasonable efforts to provide NEXGEN with not less than five business days' prior, written notice of the intended disclosure date.

NEXGEN shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantially similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of Licensee Data; (b) protect against any anticipated threats or hazards to the security or integrity of Licensee Data; (c) protect against unauthorized disclosure, access to, or use of Licensee Data; (d) ensure the proper

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disposal of Licensee Data; and, (e) ensure that all employees, agents, and subcontractors of NEXGEN performing any of the Services, comply with all of the foregoing. All Licensee Data, whether in motion, in use, or at rest, shall be encrypted from end to end.

- ⌘ Injunctive Relief. Licensee acknowledges that NEXGEN is a beneficiary of this Agreement and is specifically a beneficiary of this Section. Licensee further acknowledges that the Confidential Information of NEXGEN includes trade secrets of NEXGEN, the disclosure of which would cause substantial harm to NEXGEN that could not be remedied by the payment of damages alone. Accordingly, Licensee agrees that NEXGEN will be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of this Section.

## **6. MAINTENANCE SERVICE LEVEL AGREEMENT AND WARRANTY**

Maintenance and support is provided assuming the LICENSEE pays the annual maintenance and support fees in advance. NEXGEN warrants availability of the Program(s) with an Uptime Guarantee, and agrees to provide technical support and incident management response and resolution times, and support service levels, including required response times and recovery time objectives, as set forth in the "NEXGEN Asset Management Service Level Agreement & Warranty" attached hereto as Exhibit "A" and incorporated by reference herein. Any new versions or modules of software provided to Licensee are automatically licensed according to provisions of this Agreement.

## **7. LIMITATIONS OF LIABILITY**

- ⌘ Licensee agrees that, as material consideration for NEXGEN extending to Licensee the license rights provided herein, in no event will NEXGEN be liable to Licensee or any third party under this Agreement for any Direct, Indirect, Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not NEXGEN has been advised of the possibility of such damage.
- ⌘ Notwithstanding the foregoing, nothing in this Section 7 shall apply to NEXGEN's indemnity or insurance obligations herein, or claims arising out of NEXGEN's violation of law or willful misconduct.
- ⌘ The parties have agreed that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

## **8. TERM AND TERMINATION**

- ⌘ Term. This Agreement shall be for the period of five years from the effective date above ("initial term") and shall automatically renew for an additional five year term, unless Licensee provides NEXGEN with written notice of non-renewal at least thirty days prior to the end of the initial term. Licensee may terminate this Agreement at any time at its sole discretion after the first year of the initial term, by providing not less than sixty days' prior, written notice. This Agreement may be terminated by NEXGEN at any time at its sole discretion for any reason including but not limited to: (i) Licensee breaches any material term or condition of this Agreement; (ii) Licensee becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) Licensee becomes the subject of an involuntary petition in bankruptcy or any involuntary

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proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. If NEXGEN terminates for no fault of Licensee, NEXGEN shall return any and all sums prepaid by Licensee on a prorata basis based on the number of months remaining in the prepaid term.

- ⌘ Effect of Termination. Subject to records retention laws applicable to Licensee, on termination of this Agreement, Licensee will immediately return to NEXGEN or (at NEXGEN's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to NEXGEN in writing that it has done so.
- ⌘ Survival. The provisions of Sections 4 (Proprietary Rights) and 6 (Confidential Information) will survive termination of this Agreement for any reason.
- ⌘ Nonexclusive Remedy. The exercise by NEXGEN of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

## 9. GENERAL PROVISIONS

- ⌘ Assignment. The parties shall not assign this Agreement, and any attempted assignment shall be void.
- ⌘ Modifications. This Agreement may only be modified, or any rights under it waived, by a written document executed by NEXGEN and Licensee.
- ⌘ Conflicting Terms. Purchase orders or similar documents, and online terms and conditions relating to the Program(s) will have no effect on the terms of this Agreement.
- ⌘ Notices. All notices under this Agreement will be deemed given when delivered personally or sent by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.
- ⌘ Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.
- ⌘ Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.
- ⌘ Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.
- ⌘ Choice of Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements entered into, and to be performed entirely, within California between California residents. Venue for any legal action arising out of this Agreement shall be the County of Los Angeles, California.
- ⌘ Compliance with All Laws. At all times during the term of this Agreement, NEXGEN and Licensee shall comply with any and all applicable local, state, and federal laws, statutes, regulations and orders.

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## 10. INDEMNITY AND INSURANCE

A. Infringement. NEXGEN agrees to indemnify, defend, and hold harmless Licensee, its elected officials, officers, employees, and agents from and against any and all claims and liabilities, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be asserted against Licensee alleging that Licensee's use of any of the Programs infringes any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event Licensee is prevented from using any of the Programs as a result of such claim, then NEXGEN shall, at its expense: (a) obtain for Licensee the right to continue using such Program(s); (b) replace or modify such Program so that they do not infringe; or (c) reimburse Licensee any prepaid fees.

B. On-Premises Activities. With respect to any and all activities performed by NEXGEN, its officers, employees, agents and/or contractors ("NEXGEN Parties") in connection with this Agreement, while present on property owned or managed by, or under the control of, Licensee, NEXGEN will defend and pay reasonable attorneys fees, indemnify and hold Licensee, its officials, officers, employees, contractors and agents ("Licensee Parties") harmless from and against any and all claims and liabilities, including claims and liabilities for wrongful death, bodily injury, property damage, and/or any and all other damages, losses, costs, penalties, liens and stop notices ("Claims"), to the extent actually or allegedly arising out of the acts, omissions, or willful misconduct of any of the NEXGEN Parties, to the maximum extent permitted by law.

C. Insurance. At all times while performing services in connection with this Agreement while present on property owned or managed by, or under the control of, Licensee, NEXGEN will possess and maintain commercial general and auto liability, workers compensation, and such other insurance, in such form and with such limits, as set forth in Exhibit "B" attached hereto and incorporated by reference herein.

## 11. SOFTWARE COSTS

- ∞ The software will be hosted by Microsoft Azure. The following annual cost is for 2026. Licensee has an unlimited users, 10 TB storage and 100 GB/Month data transfer limit. The costs include every module on the web and mobile applications. The 311 Service Request Portal and mobile application are separate implementation, support and annual software fee. The annual maintenance and support fees include all the upgrades and technical support.
- ∞ Fees are set forth in the Fee Schedule, Exhibit C attached hereto and incorporated by reference herein.

[Signature page follows.]

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In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

**Nexgen Asset Management**

<i>Vincent Ghee</i> _____	<i>Vincent Ghee</i> _____
<input type="checkbox"/> Chairperson <input checked="" type="checkbox"/> President <input type="checkbox"/> Vice President	<input checked="" type="checkbox"/> Secretary <input type="checkbox"/> Asst. Secretary
	<input type="checkbox"/> Chief Finance Officer <input type="checkbox"/> Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Jess A. Talamantes, President

Approved as to form:

\_\_\_\_\_  
Richards, Watson & Gershon  
A Professional Corporation

**EXHIBIT A**  
**ASSET MANAGEMENT SERVICE LEVEL AGREEMENT AND WARRANTY**

# NEXGEN Asset Management Service Level Agreement & Warranty

## Uptime, Availability and Accountability

### Service Availability Commitment

**Uptime Guarantee.** NEXGEN will make the NEXGEN available 99.9% of the time, measured on a monthly basis ("Service Availability").

**Measurement Method.** Service Availability is calculated as:

Availability (%)=[1-(Total Minutes in the Month)/(Total Unplanned Downtime)]×100

Planned maintenance, emergency security maintenance, outages caused by third-party service providers, and downtime due to Licensee's actions are excluded from this calculation.

### Scheduled and Emergency Maintenance

**Scheduled Maintenance.** NEXGEN may perform scheduled maintenance with at least 48 hours' notice to Licensee. Scheduled maintenance will not exceed 4 hours per month and will occur during non-peak hours.

**Emergency Maintenance.** NEXGEN may perform emergency maintenance at any time without advance notice to address critical issues, security vulnerabilities, or outages, and will promptly notify and update Licensee as to the status of any such maintenance.

### Service Level Credits

**Eligibility.** If Service Availability falls below the guaranteed level in any given calendar month, Licensee may request service credits ("Service Credits").

#### Credit Schedule.

Service Credits will be issued based on the following:

Monthly Availability	Service Credit
≥ 99.9%	0%
99.0% - 99.89%	5% of monthly fee
< 98.89%	1% of monthly fee

**Credit Request Process.** To receive Service Credits:

- Licensee must request them within 30 days of the affected month;
- NEXGEN will verify the reported downtime;
- Credits apply only to future invoices and are not refundable.

**Limitations.** Service Credits are Licensee's sole and exclusive remedy for any failure to meet the uptime commitment.

**Reporting.** Upon Licensee's request, NEXGEN shall make available a report documenting Service Availability (Uptime) for any 30 day period of an affected month.

### **Exclusions**

Availability and Service Credits do not apply to downtime caused by:

- Licensee's equipment, systems, or networks
- Internet traffic or general connectivity issues outside NEXGEN's control
- Third-party platforms or integrations not hosted by NEXGEN
- Misuse, unauthorized modifications, or violation of the Agreement by Licensee
- Force majeure events such as natural disasters, war, or widespread cloud provider outages

### **Warranty and Disclaimers**

**Limited Warranty.** NEXGEN warrants that the NEXGEN will materially conform to the Documentation provided to Licensee.

**Exclusions.** This warranty does not apply to errors caused by misuse, third-party systems, internet issues, or modifications not made by NEXGEN.

**Remedies.** Licensee's exclusive remedy for breach of this warranty is correction of the nonconformity or, if not feasible, a prorated refund for the unused Subscription Term.

**Disclaimer.** Except for the express warranty above, NEXGEN is provided "AS IS". NEXGEN disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.



## Technical Support & Incident Management

The NEXGEN Client Success team can be contacted via email, phone, or ZOHO Portal Monday - Friday 7:00 AM – 3:30 PM PST. If you are reporting a Critical/High issue, please call our support line in addition to sending in a support email if experiencing an issue after 3 PM PST.

- Email: support@nexgenam.com
- Phone: 916-564-8000 x2
- NEXGEN advises reaching out to NEXGEN Client Success by phone after business hours in the event of an emergency.
- NEXGEN observed holidays:
  - New Year's Day – January 1
  - Birthday of Martin Luther King, Jr. – Third Monday in January
  - Washington's Birthday (Presidents Day) – Third Monday in February
  - Memorial Day – Last Monday in May
  - Juneteenth National Independence Day – June 19
  - Independence Day – July 4
  - Labor Day – First Monday in September
  - Columbus Day / Indigenous Peoples Day (Federal: Columbus Day) – Second Monday in October
  - Veterans Day – November 11
  - Thanksgiving Day – Fourth Thursday in November
  - Christmas Day – December 24 & 25

## Initiation of an Incident

The Licensee's Designated Help Desk Contact Person may contact NEXGEN Support via telephone or may log an incident online via NEXGEN Ticketing System Portal to initiate a Support request referred to as an "incident". The general definition of a Support incident is a single, reproducible issue, problem, or symptom, a request for assistance, or a question fully and accurately logged with the NEXGEN Ticketing System Portal that is related to the hosted Software.

To help ensure a timely response to a Support incident, the Designated Help Desk Contact Person shall provide the following information: (a) the NEXGEN Licensee Number and contact details, (b) applicable hosted Software name, (c) severity level of the Support incident, (d) details of the Support incident, including error messages and error reproduction steps if any, and applicable screen shots and output examples if logging online, (e) description of the incident impact and frequency.

## Assignment of Severity Levels

The Licensee's Designated Help Desk Contact Person will use reasonable business judgment to identify the severity of the Support incident according to the following severity level descriptions:

### Severity Level 1 Critical Business Impact

- Licensee's production use of software on a primary business service, major application or mission-critical system is stopped or so severely impacted that the Licensee cannot reasonably continue work.
- For Severity Level 1 problems, NEXGEN will begin work on the problem within one hour of notification and handle as the highest priority until the Licensee is given a fix or workaround. Licensee resources must be made available in Severity Level 1 situations and reasonably cooperate to help resolve the issue.
- Severity Level 1 problems could have the following characteristics:
  - System hangs or crash situations
  - Data loss or data corruption
  - Critical functionality not available

### **Severity Level 2 High Business Impact**

- Important product features are unavailable with no acceptable workaround. Licensee's implementation or production use of software in a primary business service, major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions. The software may be operating but is severely restricted.
- Severity Level 2 problems could have the following characteristics:
  - Software error or failure forcing a restart
  - Severely degraded performance
  - Data loading errors
  - Functionality unavailable but the system is able to operate in a restricted fashion.
  - Inaccuracies and errors in existing reports

### **Severity Level 3 Medium Business Impact**

- Product features are unavailable but a workaround exists and the majority of software functions are still useable. Minor function/feature failure that the Licensee can easily circumvent or avoid. Licensee's work has minor loss of operational functionality.
- Severity Level 3 problems could have the following characteristics:
  - Error message with workaround
  - Minimal performance degradation
  - Incorrect product behavior with minor impact
  - Questions on product functionality or configuration during implementation
  - Third party integration errors

### **Severity Level 4 Low Business Impact**

- Product features are unavailable but does not impact core business functions. Cosmetic or insignificant failures that have very little impact on workflows. Licensee's work has very limited loss of operational functionality.
  - Severity Level 4 problems could have the following characteristics:
    - Captions or labels that are incorrect
    - User interface is not optimal
    - No performance degradation

## Response & Resolution Times

Response times for all ticket types are based on the severity of the ticket request and the resulting business impact. Once contact has been made by a NEXGEN Client Success Team Member, the impact of the issue will be further evaluated, assigned a priority and resolution time will be set by NEXGEN following the below Business Impact Matrix.

- Response time refers to the time between ticket submission and the NEXGEN Client Success Team Member response during business hours.
- Resolution time refers to a fix provided for the software issue.

The service level metrics for NEXGEN's response & resolution times are as follows:

Incident Severity Level	NEXGEN Response & Resolution Times
1 – <b>Critical Business Impact</b> - NEXGEN application is severely impacted so client cannot reasonably continue work.	Response Time: 1 hours Resolution Time: 48 hours
2 – <b>High Business Impact</b> - NEXGEN application may be operating but is severely restricted and affects day-to-day functionality.	Response Time: 4 hours Resolution Time: 3 days
3 – <b>Medium Business Impact</b> - Product features are unavailable, but most business operations and user productivity continue	Response Time: 1 day Resolution Time: 90 days
4 – <b>Low Business Impact</b> - Cosmetic or insignificant failures that have very little impact on workflows and user productivity is not affected.	Response Time: 2 days Resolution Time: 180 days

(1) For mobile application bugs, it may take approximately 7+ days for the App Store approval process to resolve issues.

(2) Resolution time will vary on locally hosted sites when server access is not provided in a timely manner.

## Escalation

If the need ever arises to **escalate** a ticket request, Licensee can send a follow up email to the specific ticket or add a comment onto the ticket record in ZOHO indicating why a ticket's resolution time must be escalated. While not all escalation requests are accepted, a client's request for escalation is recorded in the system.

For an **update** on a ticket to check the process of the item, please send a follow up email to the specific ticket or add a comment on the ticket record in ZOHO asking for an update.

The NEXGEN internal team defines an **escalation** as an official request to expedite a ticket's resolution time and does not view a request for an **update** as a form of escalation.

When escalating a ticket, please provide the NEXGEN Success Team with the following information and indicate in the email/comment the desire to escalate the ticket.

### Escalation Details Needed:

1. Reason for escalation.
  - a. Please provide a summary of the reason for escalation. Reasons can also include the explanation as to how a lack of resolution is affecting the organization and end-user workflows.
2. Impact on business process. Please indicate if the impact is Critical, High, Medium, or Low (definitions below).
  - a. **Critical:** Business process will be critically impacted resulting in major loss of productivity and/or no use of the NEXGEN system.
  - b. **High:** Business process will be greatly impacted resulting in a loss of productivity and/or use of NEXGEN system will be negatively impacted.
  - c. **Medium:** Business process will be impacted and lead to some loss of productivity, however a work around is acceptable for the time being and NEXGEN system is still in use for the impacted business process.
  - d. **Low:** Business process will not be impacted and/or loss of productivity will be minimal.
3. Suggested Due Date.
  - a. Please indicate a desired resolution. The NEXGEN team cannot guarantee escalated tickets will be completed by the suggested due date, but it can assist the NEXGEN team prioritize client needs.

### Support Service Level Requirements

1. LICENSEE shall classify its request for Service Error corrections in accordance with the descriptions set forth in Table 1, below (each a "Support Request"). The LICENSEE project manager shall notify NEXGEN of Support Requests by e-mail, telephone, or such other means as the Parties may agree to in writing.
2. Response and Resolution times shall be measured from the time NEXGEN receives a Support Request until the respective times NEXGEN has (a) responded to, in the

case of response time and (b) Resolved such Support Request, in the case of Resolution time. NEXGEN shall respond to and Resolve all Service Errors within the following times based on the severity of the Service Error.

*Table 1. Support Request Classification, Response Time, and RTO*

Priority Level	Support Request Classification	Any Service Error Comprising or Causing Any of the Following Events or Effects	Required Response Time	Level of Effort	Recovery Time Objective (RTO)
1	Critical Business Impact	<ul style="list-style-type: none"> <li>The Service Software is not Available, inaccessible or non-operational;</li> <li>Issue affecting entire system or single critical production function;</li> <li>Data integrity at risk;</li> <li>Material financial impact;</li> <li>Declared a critical Support Request by LICENSEE; or</li> <li>Widespread access interruptions</li> </ul>	1 Hours	Continuously (24 hours per day, 7 days per week)	48 Hours
2	High Business Impact	Service Software is Available for access except: <ul style="list-style-type: none"> <li>Performance of the Service Software is severely degraded or is negatively impacting business operations; or</li> <li>Data entry or access is materially impaired on a limited basis</li> </ul>	4 Hours	Continuously (Not necessarily 24 hours per day, 7 days per week)	3 Days
3	Medium Business Impact	Service Software is Available for access except: <ul style="list-style-type: none"> <li>An aspect of the Service Software has been designed that is interfering with work; or</li> <li>Service Software is operating with minor issues that can be addressed with a work around</li> </ul>	1 Day	As Appropriate (During normal business hours)	90 Days
4	Low Business Impact	Service Software is Available for access except: <ul style="list-style-type: none"> <li>Requests that do not impact work; or</li> <li>Requests for assistance, information or services that are routine in nature</li> </ul>	2 Days	Varies	180 days

*Table 2. Response Time and RTO Credits*

Priority Level	Support Request Classification	Service Level Credits (For Failure to Respond Within the Corresponding Required Response Time)	RTO Service Level Credits (For Failure to Resolve Within the Corresponding RTO)
1	Critical Business Impact	Five percent (5%) of the fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly fees for each additional hour or portion	Five percent (5%) of the fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly fees for the first additional hour or portion thereof that the

		thereof that the corresponding Service Error is not responded to within the required response time.	corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one (1) hour increment.
2	High Business Impact	Five percent (1%) of the fees for the month in which the initial Service Level Failure begins and one percent (1%) of such monthly fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	One percent (1%) of the fees for the month in which the initial Service Level Failure begins and one percent (1%) of such monthly fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one (1) hour increment.
3	Medium Business Impact	NA	NA
4	Low Business Impact	NA	NA

### Data Breach

Pursuant to California Civil Code sections 1798.29 and 1798.82 NEXGEN will give written notice to residents of California affected by any data breach that results or could result in the unauthorized acquisition of unencrypted personal information. NEXGEN will indemnify, defend and hold Licensee Parties harmless from all claims and liabilities arising out of any data breach to the extent caused by the negligence or willful misconduct of any of the NEXGEN Parties.

- Notification must be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.
- Substitute notice is permitted in specific circumstances and notification may be delayed for law enforcement purposes.
- Entities must notify the Attorney General if the entity is required to notify more than 500 California residents. The entity can electronically submit a sample copy of the notification.
- Breached third parties must notify the relevant data owners or licensees immediately following discovery of the unauthorized acquisition.
- Entities that maintain their own notification procedures are deemed to comply with the notification requirements of this law if the procedures are consistent with statute and are followed in the event of a breach.
- HI PAA-covered entities are deemed to comply with the notice requirements of this law if they comply with the notice requirements of HIPAA.
- Any customer injured by a violation of this title may institute a civil action to recover damages.

## **EXHIBIT B INSURANCE REQUIREMENTS**

**EXHIBIT B**  
**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.

E. Cyber Liability Insurance. Concessionaire shall procure and maintain Cyber Liability coverage in an amount not less than \$5,000,000 that will cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

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 C  
FEE SCHEDULE**

## Exhibit C – Fee Schedule

<b>Company Name:</b>	<b>NEXGEN Asset Management</b>
<b>Contact</b>	<b>Joseph Klegseth, VP Business Development</b>
<b>Phone</b>	<b>916.606.2789</b>
<b>Email Address</b>	<b><a href="mailto:jklegseth@nexgenam.com">jklegseth@nexgenam.com</a></b>

### Implementation Costs

The following deliverables are defined per task listed in the scope of work in Attachment A.

Scope #	Scope Title Reference	Labor Cost	Expense Cost	Total Cost
<b>Implementation of the Scope of Work</b>				
<b>Phase I – Project Definition</b>				
1.1	Project Management Plan	\$ 81,880	\$ -	\$ 81,880
1.2	Project Kickoff	\$ 11,040	\$ -	\$ 11,040
<b>Phase II - Blueprinting</b>				
2.1	Business Process Mapping	\$ 34,040	\$ -	\$ 34,040
2.2	Functional and Technical System Requirements	\$ 41,400	\$ -	\$ 41,400
2.3	System Integration Plan	\$ 26,680	\$ -	\$ 26,680
2.4	System Implementation Plan	\$ 32,660	\$ -	\$ 32,660
<b>Phase III - Realization</b>				
3.1	Realization of Confirmation Specifications	\$ 70,840	\$ -	\$ 70,840
3.2	Configuration Sprints	\$ 63,480	\$ -	\$ 63,480
3.3	Data Migration	\$ 77,280	\$ -	\$ 77,280
3.4	Master Testing Plan	\$ 19,780	\$ -	\$ 19,780
3.5	Build Test	Included	\$ -	Included
3.6	Defect Retest	Included	\$ -	Included
3.7	System Integration Testing	\$ 60,260	\$ -	\$ 60,260
Scope #	Scope Title Reference	Labor Cost	Expense Cost	Total Cost
3.8	Full System Regression Testing	Included	\$ -	Included
3.9	Functional Testing	Included	\$ -	Included

3.10	User Acceptance Testing	\$ 38,070	\$ -	\$ 38,070
3.11	Training	\$ 49,160	\$ -	\$ 49,160
<b>Phase IV – GO-LIVE</b>				
4.1	Cut Over Plan	\$ 22,310	\$ -	\$ 22,310
4.2	GO-LIVE Support	\$ 37,720	\$ -	\$ 37,720
<b>Total Implementation Cost</b>				<b>\$ 666,600</b>

## Software/Interface Costs (Year 1):

Description	Total
<b>Software (Year 1 - as part of software implementation and use)</b>	
<b>Enterprise Asset Management System</b> – including four environments – Dev; Test; Training; Production.	<b>No Charge until Go-Live</b>
<b>Interfaces</b> (See the technology diagram in “Project Objectives” of the RFP)	
<b>Desired</b>	
ESRI ArcGIS Cloud (Two-Way)	\$ 6,900
Sage 300 (One-Way) (Future potential Sage Intacct)	\$ 60,260
Document Management System – Sharepoint or Archives Management System (Two-Way)	\$ 12,420
Security System (One-Way)	\$ 13,800
Building Management System (One-Way)	\$ 13,800
Communications Center CAD (One-Way)	\$ 12,420
Facilities Maintenance Control System (One-Way)	\$ 13,800
<b>If Needed (because proposed EAM needs to interface with existing technology)</b>	
AeroSimple (Two-Way)	<b>Replace with NEXGEN</b>
TrackIt or other IT Service Request Mgmt System (Two-Way)	<b>Replace with NEXGEN SR Portal</b>

## Ongoing Software/Interface Cost (Post Year 1):

Software	Year 2	Year 3	Year 4	Year 5
NEXGEN Cloud 10100 (10TB/100GB), Unlimited Users	\$ 100,000	\$ 105,000	\$ 110,250	\$ 115,763
NEXGEN Service Request Portal & Mobile Application (optional)	\$ 20,000	\$ 21,000	\$ 22,050	\$ 23,153
NEXGEN Contractor Portal & Mobile Application (optional)	\$ 20,000	\$ 21,000	\$ 22,050	\$ 23,153

# Hollywood Burbank Airport NEXGEN Asset Management Implementation Scope and Budget

## Objective

Burbank-Glendale-Pasadena Airport Authority (Authority) is interested in implementing NEXGEN Asset Management software to support its asset management, maintenance and operations. The purposes of this document are to present Authority with the implementation approach, cost for the software and implementation services.

## Software Cost

Authority is considering the Software as a Service (SaaS) Cloud for over 120 users. We have presented the Authority 2 unlimited user options to host the application on Microsoft Azure Commercial Cloud or Microsoft Azure Government Cloud. The Microsoft Azure Government Cloud is required if the Authority would want the FedRAMP security compliance, which is the highest level of security clearance in the US. The costs include every module on the desktop and mobile applications. The annual maintenance and support fees include all the upgrades and technical support. NEXGEN has 2 major releases a year in April and October.

## Cloud Cost

The software will be hosted by Microsoft Azure. The software cost will be billed when Authority goes live on NEXGEN.

Tier	Concurrent Users	Storage Limit	Data Transfer Limit	FY 2026 Cost(\$)
1. NEXGEN Cloud 10100 (10TB/100GB) Commercial Cloud	Unlimited	10 TB	100 GB/Month	\$100.000
2. NEXGEN Cloud 10100 (10TB/100GB) Government Cloud – <i>FedRAMP Compliant</i>	Unlimited	10 TB	100 GB/Month	\$120.000

*Note that the annual cost could increase no more than 5% a year*

## NEXGEN 311 Service Request Portal (optional)

The NEXGEN 311 Service Request Portal is for Authority's customers to create service request that will automatically be generated in the NEXGEN Asset Management software and notify the appropriate staff to respond.

Tier	Users	FY 2026 Cost (\$)
Service Request Portal	Unlimited	\$20,000

*Note that the annual cost could increase no more than 5% a year.*

## Contractor Portal and Mobile Application (optional)

The Contractor Portal is to be used in conjunction with NEXGEN Asset Management to assigned work orders to contractors. Contractors will be using the contractor portal to complete the work orders that will automatically updated in NEXGEN Asset Management.

Item	Users	FY 2026 Cost (\$)
1. NEXGEN Contractor Portal	Unlimited	\$20,000

*Note that the annual cost could increase no more than 5% a year.*

## Five Year Software Cost

FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
\$100,000	\$105,000	\$110,250	\$115,763	\$121,551

## Implementation Services Costs

Task	Cost(\$)
1-1. Project Management Plan	\$81,880
1-2. Project Kickoff	\$11,040
2-1. Business Process Mapping	\$34,040
2-2. Functional & Technical System Requirements	\$41,400
2-3. System Integration Plan	\$26,680
2-4. System Implementation Plan	\$32,660
3-1. Configuration Specifications	\$70,840

3-2. Configuration Sprints	\$63,480
3-3. Data Migration	\$77,280
3-4. System Integrations	\$133,400
3-4.1. ESRI ArcGIS (GIS) \$6,900	
3-4.2. Sage 300 (ERP) \$60,260	
3-4.3. Sharepoint (Document Management) \$12,420	
3-4.4. Security System \$13,800	
3-4.5. Building Management System \$13,800	
3-4.6. Communications Center CAD \$12,420	
3-4.7. Facilities Maintenance Control System. \$13,800	
3-5. Master Testing Plan	\$19,780
3-6. System Integration Testing	\$60,260
3-7. User Acceptance Testing	\$38,070
3-8. Training Plan	\$49,160
4-1. Cut Over Plan	\$22,310
4-2. Go Live & Post Deployment Support	\$37,720
<b>Implementation Services Total =</b>	<b>\$800,000</b>

## Total Costs

Task	Cost(\$)
NEXGEN Cloud 10100 (10TB/100GB), Unlimited Users	\$100,000
Implementation Services	\$800,000
<b>Total =</b>	<b>\$900,000</b>
311 Service Request Portal & Mobile Application (optional)	\$20,000
Contractor Portal & Mobile Application (optional)	\$20,000