

PROPOSAL DRAFT – FINAL TO BE COMPLETED AFTER CONTRACT AWARD

BAGGAGE HANDLING SYSTEM
COMPREHENSIVE OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN OWNER AND CONTRACTOR

This Baggage Handling Systems Comprehensive Operations and Maintenance Agreement (this “Agreement”) is entered into as of this ____ day of _____ 2026 (the “Effective Date”), by and between the Airport Authority of the City of Omaha, a municipal corporation organized and existing under the laws of the State of Nebraska (“OAA”) and [_____], a [_____] (the “OMC” or “Contractor”).

For and in consideration of the mutual covenants and agreements herein contained, OAA and the OMC agree as set forth below:

A. **DEFINITIONS**

1. Airport. “Airport” shall mean Eppley Airfield.
2. Baggage Handling System or BHS. “Baggage Handling System” or “BHS” shall mean OAA’s integrated system for the conveyance, sortation, screening interface, tracking, and delivery of passenger baggage, including all related mechanical, electrical, and software components and controls connected or associated thereto. The BHS includes conveyors, sortation equipment, scanners and tag readers, control panels, operator interfaces, system software, and associated infrastructure, together with any replacements, upgrades, or modifications thereto.
3. BHSC. “BHSC” shall mean the baggage handling system controls contractor hired by OAA to operate the baggage handling controls associated with the BHS.
4. CBIS. “CBIS” shall mean the checked baggage inspection system located in the Terminal.
5. CBRA. “CBRA” shall mean the checked baggage resolution area located in the Terminal.
6. Contractor. “Contractor” has the meaning set forth in the preamble to this Agreement.
7. OAA. “OAA” has the meaning set forth in the preamble to this Agreement.
8. OAA Contract Manager. “OAA Contract Manager” shall mean the OAA authorized representative and contract manager.
9. OAAIT. “OAAIT” shall mean the OAA’s information technology department and associated staff and contractors.
10. OAAR. “OAAR” shall mean the representative designated by OAA to represent it with respect to this Agreement.

11. OMC. "OMC" has the meaning set forth in the preamble to this Agreement.
12. Out-of-Scope Services. "Out-of-Scope Services" shall mean (a) all those services provided by the OMC pursuant to Section I of this Agreement, and (b) all Out-of-Scope Emergency Work (defined below) performed by the OMC pursuant to this Agreement.
13. RASCI Matrix. "RASCI Matrix" shall mean the table demonstrating roles for the various parties collaborating in the BHS Controls Systems. RASCI stands for Responsible, Accountable, Supports, Consulted, and Informed.
14. Terminal. "Terminal" shall mean the passenger terminal building located at the Airport.
15. TSA. "TSA" shall mean the Transportation Security Administration.

B. SCOPE OF WORK

The OMC shall furnish all materials, tools, equipment, labor and supervision and management necessary to operate, maintain, and repair the Baggage Handling System in the manner as further provided herein, including, without limitation, in accordance with Attachment A - Request for Proposals and Attachment B – Contractor’s Proposal Form, both of which are attached hereto and incorporated herein by this reference (collectively, the "Work").

C. CONTRACT PRICE

1. OAA shall pay the OMC a base fee of \$_____, (_____ dollars) per month, \$_____, (_____ dollars) annually (the "Base Fee"), payable monthly in arrears upon OAA’s receipt and approval of a monthly invoice therefor. The Base Fee shall include all services to be provided by the OMC as set forth in this Agreement. Annual CPI adjustments to the Base Fee shall be included in the financial proposal forms as set forth in Attachment B. All materials and parts necessary for the OMC to perform the Work shall be invoiced separately from the Base Fee, to be reimbursed by the OAA at the OMC’s prevailing cost in accordance with this Agreement.
2. Standard working hours are 3:30 a.m. to 9:00 p.m. for outbound bags, and between 9:00 AM and 1:45 AM for inbound bags. These hours are subject to change based on airline schedules.
3. Standard after-hour maintenance of the BHS is part of the Base Fee (i.e., no overtime).
4. Standard hourly billing rates for the purposes of this Agreement (the "Standard Rates") are:
 - a. Mechanical Technician \$ _____
 - b. Technician \$ _____
 - c. Other \$ _____
5. Overtime (nights and Saturdays) hourly billing rate is time and a half (the applicable Standard Rate multiplied by 1.5). OAA is only responsible for the premium portion (the applicable Standard Rate multiplied by 0.5) of the overtime rate for Out-of-Scope Emergency Work.
6. Sunday and holiday hourly billing rate is double time (the applicable Standard Rate multiplied by

- 2). OAA is only responsible for the premium portion (the applicable Standard Rate multiplied by 1) of the overtime rate for Out-of-Scope Emergency Work. The OMC shall provide OAA a listing of holidays where this billing rate will be applied for OAA approval.
7. The man hour cost of obtaining OAA security badges, including any reissuances, shall be part of the Work and included in the monthly Base Fee payments. Security badges are valid for two years and must be updated every two years. The normal cost of badging, including fingerprinting, will be borne by the OAA. Failed badge requests are at the cost of the OMC.
8. Method of Payment
- a. The OMC shall submit costs no later than the 15th day of each month for services completed to the satisfaction of the OAA during the previous month. The OAA shall incur no obligation for Out-of-Scope Services unless such services are authorized in advance and in writing by the OAA. Expenses incurred more than sixty (60) days prior to invoice submission shall not be eligible for reimbursement. These monthly invoices shall be itemized to provide a breakdown of costs for all services according to the following:
 - b. Initial Startup Support & Base Services - The initial start-up support (approximately 1 to 2 months) or base services portion of the invoice shall include all the OMC's fixed, administrative and management costs including such items as but not limited to:
 - i. Site Lead's salary
 - ii. Supervisor's salary
 - iii. Human resource management activities
 - iv. Payroll preparation
 - v. Invoice preparation
 - vi. Control room attendance
 - vii. Baggage Jam Runner staffing
 - viii. Porter staffing
 - ix. Manual Encode station staffing
 - x. Spare parts administration (Includes "significant items" list to ensure that critical components are regularly checked and kept in stock)
 - xi. Site vehicle
 - xii. Cleaning services
 - xiii. Coordination of 3rd party services
 - xiv. [Other items for which the OMC intends to invoice under this section shall be identified in the OMC's proposal. This section of the invoice is expected to be the same each month except when transiting from Initial Startup Support to Base Services.]
 - c. 3rd Party Based Services - The '3rd Party based services' section of the invoice shall contain line items for all 3rd party specialist service provider services.
 - d. Materials and Parts - All materials and parts necessary for the OMC to perform the Work shall be billed separately from the Base Fee and reimbursed by the OAA at the OMC's prevailing cost in accordance with this Agreement. Any part or material with a unit price over \$5,000 will require prior written approval from OAA before the part is ordered. The Contractor will submit a monthly parts usage report and a separate invoice to OAA for ordered parts and materials at the Contractor's prevailing cost, which invoice shall be separate from and in addition to the Base Fee invoice. The OAA may audit any parts and materials invoices for compliance with the terms of this Agreement.
 - e. Out-of-Scope Services - The invoice shall include line items for OAA agreed-upon work

orders for Out-of-Scope Services (e.g. vandalism repair, optional add-on scope, etc.).

- f. Out-of-Scope Emergency Work – The invoice shall include line items for all Out-of-Scope Emergency Work.

D. AGREEMENT TERM

The term of this Agreement shall commence _____, 2026 and shall expire on _____, 2029. OAA, in its sole discretion, may extend the Term for up to two (2) successive one-year renewal periods by providing written notice thereof to the OMC no later than thirty (30) days prior to the expiration of the then-current Term. The Base Fee for such renewal periods may be increased via change order CPI price adjustments in accordance with Attachment B.

E. TESTING AND COMISSIONING OF BHS

- 1. It is the responsibility of the OMC to become familiar with the BHS to ensure the OMC's ability to provide the specified operation, maintenance and repair services as required under this Agreement. The attached drawings are intended to illustrate the BHS areas within the different levels of the Airport and generally outline the conveyor system configuration; the referenced conveyor line rights-of-way are presented as approximations for reference purposes.

F. DAILY OPERATIONS

- 1. The OMC shall, throughout the Term, provide operations services, preventive and corrective maintenance services, and associated operational and maintenance reporting services, for the BHS as part of the Work. These services shall be provided in accordance with industry standards and best commercial practices and in a manner assuring a safe, secure, efficient and practical BHS operations and maintenance program, consistent with the intended design and usage of the BHS as acceptable to OAA.
 - a. The OMC shall provide all parts, labor, materials, tools, supplies, lubricants, equipment, transportation, and supervision required for performing the Work, including but not limited to all required testing and troubleshooting of system equipment / components to determine and correct any fault conditions. The OMC shall provide fully qualified on-site personnel during operational hours. The normal daily airline demand on the BHS is between 3:30 a.m. and 9:00 p.m. for outbound bags, and between 9:00 AM and 1:45 AM for inbound bags. These hours are subject to change by the OAA based on airline schedules.
 - b. The OMC shall maintain a full inventory of spare parts which are required to maintain and repair the BHS and keep all components thereof fully operational and free of deficiencies, regardless of whether any such components are then utilized by OAA. The OMC will be responsible for procurement and replenishment of any parts used from inventory excluding the parts that are the responsibility of OAAIT or the BHSC as described in the RASCI Matrix in Attachment C - OMA TMP BHS Controls Support & Cyber – RASCI Matrix.
- 2. The OMC shall be responsible for the following, all of which shall be deemed part of the Work to be provided hereunder:
 - a. Operate, maintain, and repair the BHS.
 - b. Establish and implement a quality control program that results in continuous improvement in system performance.

- c. Monitor the operational status and functional performance of the BHS at all times.
 - d. Provide accurate and timely maintenance and repair activity documentation.
 - e. Provide cleaning services of the non-public areas associated with the BHS which are not then occupied by the end users (i.e. TSA or airlines/ground- handler personnel), and which main purpose is the containment of BHS technical equipment. Operational areas, such as BHS control room(s), satellite workstations, CBRA, baggage make-up areas and baggage input areas shall be cleaned by OAA or TSA's custodial service. The OMC shall develop and submit a full cleaning schedule/program for all covered equipment under this Agreement, to include support service equipment, for OAA review and approval. The regular cleaning services to be provided by the OMC hereunder shall at a minimum include the following areas:
 - i. BHS related maintenance platforms/catwalk/ladder/stairs
 - ii. Any dormant conveyor lines
 - iii. Broom sweeping of BHS right of way
 - f. Maintenance and Storage Area: OAA will provide a maintenance and storage area, and, solely at OAA's discretion, office space. Subject to prior written approval by OAA, the OMC shall provide, at its expense, any additional required facilities. The OMC shall be responsible, at its cost as part of the Work, for all housekeeping of such maintenance, storage, and office facilities including, but not limited to, sweeping, washing, cleaning, waxing, painting, dusting, etc., of all areas, fixtures, and equipment associated therewith.
3. Responsibilities of the OMC as part of the Base Fee include the following:
- a. Operation, maintenance, and fault monitoring of the BHS in its entirety in a manner consistent with the original equipment manufacturer's recommended guidelines, as summarized in the respective system operations and maintenance manuals (all such manuals collectively, the "O&M Manuals").
 - b. Ensure that the BHS is operated and maintained in accordance with all applicable local, state, federal and Airport laws, codes and industry safety standards and ensure a safe and efficient system for all personnel who operate, maintain or have access to it.
 - c. BHS preventive maintenance tasks.
 - i. There shall be an adequate number of technicians with an appropriately high mechanical skill level staffed during operational hours.
 - d. BHS corrective maintenance tasks:
 - i. Return the BHS system to normal operation during an outage/impact.
 - ii. Troubleshoot, identify, and repair any electrical problem within a timely manner.
 - iii. Identify and repair any mechanical problem within the baggage system promptly.
 - e. Manual encoding operations and associated staff training.
 - f. TSA inspection tables repair and maintenance, including those in both the Normal and Oversize CBRAs.
 - g. Response to and rectification of all fault conditions of the BHS as described herein.
 - h. Sole accountability for OMC's employees including interviewing, hiring, training, airport security badging, insurance, parking, taxes, payroll and the like.
 - i. Baggage Tub Management. The OMC shall collect the baggage tubs from the baggage make-up and claim areas and return them to their designated locations for operational use and/or safe and proper storage/staging. Empty baggage tubs shall be returned/recirculated to the user airlines' ticket counter areas and inbound unload area on a regular basis to maintain a sufficient supply of baggage tubs for the daily operations. Empty tub distribution and redistribution shall be performed manually (using hand carts,

freight/service elevators). At or near the end of each operational day, the OMC shall ensure that tubs are neatly and safely stacked at all load points (e.g., behind each check-in position in the Terminal lobby, at the transfer inputs, etc.) in preparation for the next operational day. The OMC shall cooperate fully with airline baggage handlers so as not to impede their operations while collecting and/or redistributing baggage tubs. OAA will provide the baggage tubs.

- j. Provide porters to redistribute missorted baggage. The OAA reserves the right in its sole discretion to temporarily provide its own staff as additional porters and Baggage Jam Runners (defined below) during holidays and heavy-predicted traveling seasons to assist the OMC. The OAA staff serving as additional external porters and Baggage Jam Runners will be supervised and monitored by the OMC in cooperation with the OAA while such staff are assisting the OMC in such limited capacities.
- k. Cooperate in all respects with the airlines, TSA, BHSC and the OAA. Preventive maintenance and non-scheduled maintenance tasks shall be coordinated with, and scheduled around the requirements of, the user airlines and TSA's operations.
- l. Availability 24 hours per day, 7 days per week, via cellular telephone(s).
- m. Acquire required insurance and airport permits for all vehicles that are at the site and used by the employees.
- n. Utilize the OAA-provided computerized maintenance management system ("CMMS") for the purpose of maintaining an inventory of spare parts, and schedule and generate work orders for all maintenance and repair activity performed for each piece of equipment covered under this Agreement.
- o. Procure/purchase, store and maintain an adequate inventory of spare parts as required for the maintenance and repair of the BHS, except for those items required to be procured by OAAIT or the BHSC. Maintain a stock of spare parts as specified in the manufacturer's recommended spare parts list; and as required to satisfy the system availability requirement specified in this Agreement. The OMC will be responsible for procurement and replenishment of any parts used from inventory. The cost of spare parts procured by the OMC hereunder shall be separately invoiced and reimbursable to the OMC above and beyond the Base Fee, subject to the invoicing and prior approval requirements set forth in Sections C.8.d of this Agreement. The OMC may include a 5% markup on reimbursable inventory parts to account for administrative fees involved with managing parts inventory. Failure by the OMC to adequately manage the spare parts inventory may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.
- p. All parts used by the OMC in the prosecution of this Agreement shall be approved by the manufacturer of the equipment for use in the devices being maintained. Any part with a unit price over \$5,000.00 will require prior written approval from OAA before the part is ordered. Failure by the OMC to obtain such written approval prior to making such a purchase may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement. The OMC will submit a monthly parts usage report and an invoice to OAA for ordered parts and materials at the OMC's prevailing cost.
- q. Procure all tools, material, supplies, lubricants, consumables and any other items required to perform the services defined herein.
- r. No third-party part distributors should be used when purchasing parts. All parts shall be purchased from locally sourced distributors. If parts cannot be obtained by local distributors, then responsive OEM (Original Equipment Manufacturer) vendor(s) shall be used. If OEM vendor equipment is unavailable, local fabrication shops may be utilized. There will be no third-party markup in price on top of the maximum 5% markup that is

- agreed with the OMC.
- s. Materials to be used will be new and specifically designed for the BHS equipment on which they are to be installed and used. If requested by the OAAR or designee, all unusable parts must be returned to OAA upon completion of repairs.
 - t. The use of an alternate or substitute item will be allowed, subject to the following:
 - i. OMC may submit a written request to the OAAR or designee for the use of alternate or substitute materials for acceptance. The request must include all information necessary for proof of equality and suitability for substitution. The OMC shall submit samples upon OAA request.
 - ii. The OAAR or designee will evaluate the alternate or substitute item information submitted, perform tests when necessary and make comparisons. The OAAR or designee will then make the final decision as to the acceptability of the alternate or substitute item.
 - iii. The maximum 5% markup shall include any in-house administrative fees.
 - iv. OAA retains the right to audit any parts invoices.
 - v. Storage of spare parts within the space provided by the OAA shall be the responsibility of the OMC. The OMC will have the responsibility for proper storage of the spare parts and maintaining a clean and organized setting within the allocated spare parts storage space(s).
 - vi. The OMC shall file parts and labor warranty claims with the BHS manufacturer/installer. All reimbursement from the manufacturer's labor warranty shall be paid to the OAA. The OMC shall maintain and submit a record of repair work for equipment under the manufacturer's warranty for reimbursement by the manufacturer. The records shall contain the time, date and duration of the repair, suspected cause of failure, location of equipment and failed part identification (serial number and parts number). If required by the manufacturer, the OMC shall return the failed parts to the manufacturer for replacement and reimbursement. The OMC shall pay for the delivery cost of the returned parts.
 - u. The OMC shall be responsible for all operations of and maintenance on fire and security roll-up doors related to the BHS.

4. O&M Operations

- a. The OMC shall maintain a storage area provided by the OAA for the storage of spare parts at a location to be determined in the sole discretion of the OAA.
- b. The OMC's representative(s), including the Site Lead, supervisors and the on-site Mechanical technicians, Electricians/Controls technicians shall attend all meetings and system training and trial sessions as required by the OAA.
- c. The OMC shall participate in meetings, coordinate with other parties as necessary and develop the BHS Configuration Management Plan and Contingency Plan.

5. O&M Materials

- a. The OMC shall furnish all resources (supervision, parts, labor, tools, lubricants, materials, supplies and equipment) necessary to fulfill all the requirements and satisfactorily perform the Work in a safe, orderly, timely, efficient and workmanlike manner. The OMC shall provide any additional resources required to fulfill the Work requirements at no

- additional cost to OAA.
- b. The OMC shall provide all safety equipment/devices, personal protective equipment and clothing as required for its workers.
 - c. The OMC shall provide cellular telephones with SMS on a business network and full cellular service for all key on-site personnel.
 - d. The OMC shall provide two-way radios for all on-site personnel. Two-way radios must comply with all applicable Airport radio frequency policies.
 - e. The OMC shall be responsible for providing, at its sole expense as part of the Work, all materials, office supplies, furniture, fixed improvements, and equipment it may require in the office space.
 - f. The OMC shall provide and utilize on the job site a printer and copier.
 - g. The OMC shall provide a minimum of one (1) service vehicle, which shall be equipped, licensed, properly insured in accordance with this Agreement, and capable of driving on the AOA. The service vehicle shall be on site at all times throughout the Term. The service vehicle is required to transport materials, supplies and the OMC employees and tools to various equipment locations.
 - h. The OMC shall schedule its own supply deliveries and shall arrange to have deliveries made to the loading dock located at 4501 Abbott Drive during the loading dock hours of 0600-1200 local time, Monday - Friday. The telephone number for the loading dock is 402-661-8100.

G. CONTINGENCY PLAN AND FALLBACK OPERATIONS

1. Contingency Plan

- a. The OMC shall be responsible for the initial development of the BHS and airline baggage service operation contingency plan for the OAA's review and approval within 30 days after the Effective Date and shall keep the plan updated throughout the Term. The contingency plan will remain the sole property of the OAA regardless of authorship.

2. Fallback Operations

- a. On a daily basis, the OMC shall verify and be ready to exercise/initiate any and all BHS backup or fallback modes or procedures at any time. This obligation shall include (but is not limited to) verifying the availability of a sufficient stock of pre-printed fallback/pier tags necessary for implementation such backup or fallback modes on demand at any given time during the Term. Such stock must be sufficient to ensure that stock cannot be depleted faster than it can be replenished if use were required for extended periods.
- b. The initial stock of fallback/pier tags will be provided by the airlines utilizing the BHS. The OMC shall coordinate with such airlines for restock as required to ensure continuous availability as described above and for distribution of fallback tags as needed.

3. Failure by the OMC to implement and comply with the contingency plan or fallback operations in accordance with this Section G may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.

H. REPAIR AND MAINTENANCE OPERATIONS

1. Preventative Maintenance Service Tasks and Frequencies

- a. The reliability of the BHS and associated equipment highly depends on an effective

maintenance program. The OMC shall thoroughly inspect the BHS at regular intervals and take corrective measures as necessary to prevent equipment breakdowns. The OMC is responsible for maintaining the BHS at an acceptable level, consistent with the industry standards and the OEM's recommendations.

- b. Maintenance of the BHS to be performed by the OMC shall include, but not be limited to, regular inspections, tests, scheduled routine services, correction of potential failures, replacement of parts that fail due to improper maintenance or lack of maintenance, parts cleaning, lubricating, and adjusting of systems as required to accomplish the Work.
- c. The OMC shall at a minimum perform all inspections and preventive maintenance tasks as defined in the applicable O&M Manuals.
- d. Within 30 days following the Effective Date, the OMC shall review the O&M Manuals and generate a single comprehensive Inspection and Preventive Maintenance Program (the "IPMP") which defines the tasks (e.g., inspection, test, replacement) and service intervals (e.g. daily, weekly, monthly, quarterly, annually) for each type of equipment associated with the BHS (e.g. conveyor, turn, diverter, motor control panel), as well as general tasks associated therewith (e.g. end of day walkthrough, cleaning). The IPMP shall be submitted to OAA for review and approval. Following OAA approval, the OMC shall implement and thereafter continuously perform and comply with all maintenance, inspection, and preventive maintenance tasks in strict accordance with the IPMP. When equipment types are removed from or added to the BHS, the OMC shall update the IPMP as applicable and submit such revised IPMP to OAA for review and approval, and upon approval, shall implement, perform, and comply with such revised IPMP. Failure by the OMC to implement and comply with the IPMP in accordance with this Section H may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.
- e. Within 15 days following the Effective Date, OAA shall provide the OMC with all the O&M Manuals then in its possession. Thereafter, the OMC shall continuously maintain and update the O&M Manuals throughout the Term to ensure it possesses O&M Manuals covering the entirety of the BHS, including all additions and modifications thereto, reflecting all relevant manufacturer's updates, changes and additions.
- f. If the performance requirements set forth in this Agreement are not met in any given month, the OMC shall thereafter promptly adjust the IPMP to decrease inspection intervals and increase preventive maintenance as needed to meet any such missed performance requirements without additional cost to OAA. This may include increasing the OMC's staffing levels to ensure all maintenance is performed and all daily operational tasks (e.g. jam clearing, manual encode and tub recirculation) are accomplished promptly.
- g. The Automatic Tag Readers ("ATR") and Baggage Dimensioning Devices ("BDD") shall be maintained per the manufacturer's recommended procedures. Cleaning of individual read heads will be performed twice a day (at system start-up in the morning and mid-afternoon). OMC will be responsible for having all ATR scanners calibrated/PM annually. ATR calibrations can only be performed by the scanner manufacturer SICK.

2. Schedule

- a. The OMC shall create a monthly preventative maintenance work schedule for OAA approval setting forth when the inspections and preventive maintenance on each equipment/subsystem will be executed to meet the requirements of the IPMP. The preventative maintenance work schedule shall be broken down to tasks per day and by subsystem and shall include provisions for time required to respond to corrective maintenance requirements. The OMC shall provide the preventive maintenance tasks and

intervals for each equipment type and a list of equipment for each type to OAA in Excel format. The OMC shall enter this data into the CMMS after which the CMMS will generate the preventive maintenance schedule. When equipment is added or removed or when equipment types are added or removed from the scope of this Agreement, the OMC shall provide the updated information to OAA within five (5) business days after the change of scope and generate an updated preventative maintenance schedule.

- b. When corrective maintenance requirements occur, certain preventive maintenance tasks for particular days may be rescheduled, but all such tasks shall still be completed within the applicable scheduled month.
 - c. All preventive maintenance tasks shall be performed during the operational 'off-peak' times for the applicable equipment/subsystem, which shall be determined by OAA in its sole discretion, and which may vary between the different systems of the BHS.
3. OAA Notification of Scheduled Out of Service Events
- a. All out of service events shall be communicated to the OAA in advance for approval. Scheduled outages must be submitted to the OAA for approval no later than five business days before the scheduled outage. The OMC is responsible for notifying all parties that will be affected by the service outage. Notifications are required to be sent at least one day in advance, and at the beginning and end of each service outage. The affected parties may include, but are not limited to, TSA, Airport Operations, the airlines, the OAA, and the BHSC. The results of all outages must be reported in the daily "Shift Activities" and provided via e-mail to the OAA. Any outage that does not follow this procedure will be considered an Unscheduled Out of Service Event and be subject to the terms and conditions set forth in Section H.4 below.
 - b. The OMC shall observe all change freeze windows as indicated on the OAAIT Change Control Calendar.
 - c. This section is subject to change in accordance with published procedures as provided by OAA Staff. Modifications to these procedures shall be provided in writing by OAA no less than 1 week prior to implementation.
4. OAA Notification of Unscheduled Out of Service Events:
- a. The OMC shall report all unexpected/unplanned downtime impact incidents to the OAA within fifteen (15) minutes of the incident. The initial report shall be communicated via phone call to OAA management, with follow-ups via text or email. The OMC shall provide an estimated time to correct the conditions causing such down time and an estimated impact to the airlines. The OMC shall notify OAA as soon as corrective actions have been completed and the affected equipment has been returned to service. Within 8 hours of corrective action completion, the OMC shall provide a written incident report to OAA describing the incident, the resolution and the impact to the airlines.
 - b. If the out of service incident is a re-occurring issue or results in a major impact to BHS daily operations, as determined by OAA in its sole discretion, the OMC shall also provide a root cause analysis and an action plan to correct the issue within 48 hours of the incident.
 - c. This section is subject to change in accordance with published procedures as provided by OAA Staff. Modifications to these procedures shall be provided in writing by the OAA no less than 1 week prior to implementation.
 - d. O&M Corrective Maintenance Services.
 - e. Response to all equipment failures will be the responsibility of the OMC as part of the

Work.

- f. The OMC shall remove from service immediately any piece of equipment for which it is responsible for maintaining under this Agreement that is not operating in compliance with the applicable operational standards, or that presents a safety hazard to users or others and shall notify the OAA immediately.
- g. When such deficiencies are found, the OMC shall immediately schedule repair and/or correct the deficiencies per manufacturer's guidelines. If a piece of equipment is required to be removed from service for any reason other than a Code/Safety deficiency, the OMC shall coordinate the removal of the equipment from operation in advance in writing with OAA.
- h. In the event of catastrophic equipment failure, the OMC shall immediately follow lockout/tag out procedures and inform OAA.
- i. On a daily basis, the OMC shall notify the OAA of "Equipment Status" via email of all units that have been placed out of service. The OMC shall include in such daily equipment status updates the unit number, location, and reason for unit being out of service, what date and time the out of service status began and the estimated duration of outage.

I. **OUT-OF-SCOPE SERVICES**

1. O&M Supplemental Services

- a. OAA may, during the Term, request that the OMC perform supplemental services or work associated with the BHS that are outside the requirements of the scope of the Work (the "Supplemental Services").
 - i. Upon final OAA written approval authorizing the OMC to perform any Supplemental Services, the OMC shall provide all parts, supervision, labor, materials, supplies, tools, and equipment necessary to perform these services. Supplemental Services shall be compensated at the Standard Rates. No work performed with respect to Supplemental Services shall interfere with the ability of OMC personnel assigned under this Agreement to perform their assigned tasks or baseline responsibilities as part of the Work hereunder.
- b. OAA shall incur no obligation for out-of-scope work that is not authorized by OAA in advance, in writing.
- c. Agreement Services Call Order
 - i. All Supplemental Services will be approved in writing by OAA. The OAA shall provide the OMC with a call order containing a description of the Supplemental Services that are being requested from the OMC. The OMC shall then have one (1) week following receipt of any such call order to provide the OAA a detailed cost estimate including an itemized breakdown for all labor, parts and materials.
 - ii. The Standard Rates shall be used by the OMC in preparing these estimates. The OMC shall not proceed with any work described in such call orders until authorized in advance and in writing by OAA.

2. Vandalism "Damage by Others" Repair Services O&M

- a. Where repair is necessary as a result of vandalism, improper use or other damage to the BHS not caused by normal operational use of the BHS or by the actions of the OMC, the OMC is eligible for reimbursement of the labor cost if such repair requires the OMC to use additional staff not normally on duty.
- b. Additional labor shall be authorized by OAA prior to execution of the repair unless the

vandalism or damage results in a safety concern, in which case the OMC shall immediately proceed with the corrective maintenance.

- c. Additional labor authorized by OAA to perform any repairs under this section shall be reimbursable to the OMC based on the fully loaded labor rates as specified in this Agreement.
- d. Parts used for any repair authorized by OAA shall be reimbursable to the OMC as stated in Section F.3. of this Agreement.

3. Additional Services

- a. OAA may, at any time during the Term, elect to add additional services relevant to the BHS when necessary. OAA will request a quote from the OMC for such additional services, and OMC shall provide such quote utilizing the Standard Rates for the addition of this work. No such addition will be valid unless a written amendment to this Agreement is executed by both parties.
- b. The OMC shall provide all supervision, parts, labor, materials, supplies, tools, and equipment necessary to perform these additional services.
- c. Out-Of-Scope Emergency Services
 - i. In the case of emergency service, the OMC may be asked to perform Other Work/Services based upon the verbal approval from the OAA (“Out-of-Scope Emergency Services”). The OMC will follow up with the OAA by submitting their written understanding of the request for Out-of-Scope Emergency Services within 24 hours.
 - ii. The Out-of-Scope Emergency Services shall include only work on equipment and/or services that directly or indirectly affect the BHS and are within the OMC’s area of competence and expertise. Out-of-Scope Emergency Services shall include, but are not limited to, work on areas where fire protection interfaces to the BHS, building doors for baggage tugs, security interfaces for BHS access points (roll up doors), water/sewage falling on BHS equipment or the EDS, and flooding of the CBIS/CBRA, makeup device or claim device areas. Out-of-Scope Emergency Services shall not include general Airport infrastructure problems not associated with the BHS, such as general Airport power failure, replacement/maintenance/repair of high voltage switchgear, or flooding of non-BHS areas.
 - iii. Billing for Out-of-Scope Emergency Services will be based on the Standard Rates, including overtime and holiday rates as set forth in Sections C.5 and C.6 of this Agreement.
 - iv. Out-of-Scope Emergency Services durations shall be performed by the OMC in such a manner as not to interfere with or supersede the normal duties of the OMC, unless specifically directed or authorized by the OAA.

J. **PERFORMANCE STANDARDS AND SYSTEM AVAILABILITY**

- 1. Performance Standards - The OMC must meet the following key performance indicators:
 - a. 99.5% tracking accuracy of the BHS, calculated on a weekly basis.
 - b. 99% availability of the BHS, calculated on a monthly basis, and excluding scheduled preventive maintenance and vandalism-related outages.
 - c. ATR read rate of 96% on a daily basis.
 - d. Clear any baggage jams within five (5) minutes. Jams that take longer to clear must be individually identified and explained in performance reports.

- e. Clearing bags out of the manual encode within five (5) minutes.
- f. [Specific key performance indicators such as on-time service delivery, safety compliance rates, customer satisfaction scores, etc. to be negotiated once a contractor is chosen]
- g. Failure by the OMC to maintain any performance standard contained in this Section J may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.

K. **MONITORING, QUALITY CONTROL, RECORDKEEPING, AND REPORTING**

1. Quality Control Program

- a. The OMC shall implement an effective quality control program that ensures the OMC fulfills all the requirements of this Agreement. This program shall include but not be limited to all elements of the quality control program described in the technical proposal submitted by the OMC in response to OAA's solicitation for this Agreement. A final quality control program shall be provided by the OMC to OAA for approval no later than fifteen (15) days after the Effective Date. Failure by the OMC to implement its quality control program in accordance with this Section K.1 may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.
- b. This program shall include but not be limited to the following:
 - i. Responsibility for the day-to-day inspection and monitoring of all OMC work performed to ensure compliance with this Agreement.
 - ii. A proactive management system based on using quality control inspections as a means of monitoring work performance to ensure services are being provided in accordance with this Agreement. The OMC shall have at least one (1) of the OMC's key personnel perform a quality control inspection and subsequent report for each shift and submit a copy of this report to OAA weekly.
 - iii. Description of how inspections, scheduled and unscheduled, are to be conducted.
 - iv. Documentation, such as inspection forms and corrective action forms, to record inspections and corrective action performed.
 - v. A comprehensive training program ensuring a knowledgeable and efficient work force.
 - vi. At various times, either scheduled or unscheduled, OAA may accompany the OMC while an inspection is performed.
 - vii. At all times during the Term, the OMC shall provide no less than the level of quality described in this Agreement.

2. Tracking Accuracy

- a. The OMC shall maintain all tracking devices (encoders, programmable logic controllers ("PLCs"), etc.) in such proper condition as to achieve continuous tracking accuracy from an encoded position (ATR, BDD or manual encoding) of 99.5%, calculated on a weekly basis, for the total number of bags input into the baggage system. Tracking accuracy is defined as the system's ability to identify and control the location of the baggage from the point of encoding to the correct output. The intent of this requirement is to ensure system transit times are met and the baggage is sorted in a timely fashion. The OMC's noncompliance with this requirement may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.

3. Availability

- a. The OMC acknowledges and agrees that the BHS will be used by the user airlines seven

days a week, every week of the year. The BHS and the Airport operate and process baggage 365 days a year during operating hours, and the user airlines will continue to carry out their normal operations in relation to the BHS throughout the Term.

- b. Reliability requirements of each sub-system of the BHS shall be measured in terms of "Availability" ("A") of each sub-system. Availability of each sub-system is determined from the following definitions and formula.
- c. Failure: A failure, for the purposes of this Section K.3, is defined as any malfunction of a BHS sub-system component, assembly, or subassembly, which stops normal operations. A failure shall be charged against only one sub-system which causes that failure. The following shall not be classified as failures:
 - i. Malfunctions due to causes outside the sub-system such as sabotage, general power outage, etc.
 - ii. Malfunctions due to baggage jams not caused by failure of a sub-system component, assembly, or subassembly (except as noted below).
 - iii. Incipient failures detected and repaired without affecting normal operation of the sub-system.
 - iv. Malfunction of one of a redundant computer /PLC pair where the repair time does not affect normal operation of the system.
 - v. Damage from vehicle traffic such as tugs or carts.
 - vi. Malfunctions due to products or services outside the control of the OMC.
 - vii. Malfunction of a portion of the BHS or subsystem thereof that degrades but does not completely stop operation (i.e., sortation function).
 - viii. Malfunction of any EDS device or related TSA-supplied equipment in the BHS.
- d. Scheduled Operating Time ("ST"): The scheduled time that the sub-system is available for baggage processing. Normal ST is approximately twenty-two (22) hours per day (see operating hours in Section C.3 above). Note that since inbound and outbound systems have different operating hours, there will need to be separate availability calculations for each.). However, the OMC must accommodate irregular operations, charters, delays, and any other circumstances that may require extended hours of operation.
- e. Repair Time ("RT"): The interval of time between initiation of repairs of a sub-system and return of the sub-system to operation.
- f. Sub-System Availability ("SSA"): System availability is defined as follows: $SSA = (ST - RT)/ST$
- g. System Availability ("SA") is defined as follows: $SA = (A1 + A2 + A3, \dots)/N$, where N is the total number of sub-systems
- h. Note that the OMC is responsible for providing sufficient personnel as required so that:
 - i. All normal baggage jams will be cleared within five (5) minutes. Any delay beyond five (5) minutes will be identified in performance reports and charged against the repair time calculation.
 - ii. Clearing bags out of the manual encode within five (5) minutes of arrival. Any delay beyond five (5) minutes will be identified in performance reports and charged against the repair time calculation.
- i. The BHS must have a monthly System Availability of not less than ninety-nine percent (99%). The OMC's noncompliance with this requirement may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.

4. Read Rates Minimum Read Rate Requirement 96%

- a. The minimum daily average read rate maintained for the ATR and BDD will be 96% successful reads of all 10-digit (Le., Standard IATA 10 Digit Bar Coded Baggage Tag) and all

Device Number (fall- back) Baggage Tags. This figure does not apply to handwritten tags or non-compliant tags, which negatively impact actual read rates. The intent is to reduce the volume of baggage processed through manual encoding, thus reducing transit times. The OMC's noncompliance with this requirement may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.

5. Documentation

- a. The OMC shall use the OAA-provided CMMS for the purpose of maintaining an inventory of spare parts, schedule and generate work orders for all maintenance and repair activity performed for each piece of equipment covered under this Agreement.
- b. The OMC shall generate work orders for all service calls, vandalism, and corrective maintenance repairs as applicable. Upon completion of work, the OMC shall be responsible for closing out the work order by inputting all relevant information data in the CMMS that relates to work performed by the OMC. This information data shall include the equipment number, name of Mechanical Technicians/Electrical and/or Controls Technicians, date of service, duration of work performance, specific repairs accomplished, part numbers, labor, date completed and any comments necessary to explain corrective action or work performed.
- c. The OMC shall provide OAA, five (5) business days after the end of each month, a CMMS generated Work Order Status Report that details all incomplete and completed work orders generated during the previous month. At a minimum the report shall contain work order number, PM type/service required, brief description of work, equipment description, account code, origination date and completion date.
- d. Failure by the OMC to comply with the documentation obligations in accordance with this Section K.5 may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.

6. BHS Reports

- a. Key Performance Indicator: The BHSC, OMC and OAA shall jointly develop a Key Performance Indicator Report, which will be reviewed monthly.
- b. The BHS control room consists of Baggage Handling Computer equipment that provides system fault monitoring/maintenance diagnostics and associated report functionality. The OMC shall provide BHS generated reports when requested by OAA and transmit them in the format requested by OAA (e.g. hardcopy, PDF by softcopy, CSV by e-mail). The content and format of the reports to be created by the BHS shall be finalized with input from the OMC and OAA and will be reviewed and approved by the OAA within thirty (30) days of Effective Date.
- c. Some of the reports may contain information considered Security Sensitive Information as defined under 49 C.F.R. Parts 15 and 1520. Any Security Sensitive Information shall be treated per the established TSA protocols for such information.
- d. Reports must be provided by the OMC as set forth below or as requested by the OAA. The format for each report shall be determined at the sole discretion of the OAA.
- e. Ad hoc reports as requested by the OAA, TSA, or the airlines will include but are not limited to:
 - i. Daily Summary
 - ii. Daily and Monthly PM Report
 - iii. Monthly Uptime Report
 - iv. Weekly Sortation Accuracy Report

- v. Monthly Summary ATR Read Rate
 - vi. Monthly Inventory Report
 - vii. Daily Incident Report
- f. Preventative Maintenance Schedule Deviation Report - The OMC shall develop and submit a monthly Preventive Maintenance Schedule Deviation Report that documents all PM's that were not completed on time as originally scheduled. For all outstanding work, the OMC shall include a proposed schedule to complete delinquent work orders, and a complete explanation as to why work was unable to be performed. The OMC shall submit the Schedule Deviation Report to the OAA no later than five (5) business days prior to the end of each month.
 - g. Maintained System Downtime Report - The OMC shall develop and maintain monthly a report in MS Excel format that documents all instances of non-PM related system outages. This report shall include, at a minimum, date and time of notification, OMC response time to problem, sections of the Maintained System affected, responding technician(s), cause of system downtime and system return to service date and time.
 - h. Equipment Data Evaluation and Trending - The OMC shall perform trend analyses for all BHS equipment covered by this Agreement and shall provide monthly reports identifying, at a minimum, outage trends, bag jam trends, and the like. These reports may already be available from the BHS Maintenance Diagnostics System (MDS).
 - i. Failure by the OMC to comply with the reporting obligations in accordance with this Section K.6 may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.

7. Vandalism Incidents

- a. No person shall destroy or cause to be destroyed, injure, damage, deface or disturb in any way, property of any nature located on the Airport, nor willfully abandon any personal property on the Airport. Any person causing or responsible for such injury, destruction, damage or disturbance shall report such damage to the Airport Police and, upon demand by the Chief Executive Officer or his designee, shall reimburse the OAA for the full amount of the damage. Any person causing or failing to report and/or reimburse the OAA for injury, destruction, damage or disturbance of Airport property, may be refused the use of any facility until and unless said report and/or reimbursement has been made. Airport Police will investigate the incident and complete the proper "Incident Report" form. See Omaha Airport Authority Section 3 Rules and Regulations, Revised January 2023.
- b. The OMC shall respond to all calls for suspected vandalism that involve the BHS equipment covered by this Agreement. If the OMC finds suspected vandalism damage to the equipment the OMC shall secure the equipment, contact Airport Operations, the Communications Center, Police, and the OAA Facilities Department to report the incident.
- c. The OMC shall, in all instances of suspected vandalism, provide the OAA within three (3) business days, date-stamped digital photographs, a complete statement of justification, a Police Incident Report Number, a Work Order Request Number, Equipment Reference Number and an estimated cost breakdown to complete the repairs.

8. Deliverables

- a. The OMC shall be required to submit the following deliverables to the OAA for this Agreement.
 - i. Thirty (30) days after the Effective Date

1. OMC's safety plan and drug policy
2. IPMP
3. Contingency plan
- ii. Fifteen (15) business days prior to commencement of the Term
 1. Preventive maintenance program modifications
 2. Names and contact information of all key personnel
 3. Quality Control Program
 4. Management personnel notification
- iii. Ten (10) days prior to commencement of the Term
 1. Copy of OMC personnel security badges
- iv. Daily
 1. Shift activity notification
 2. Equipment status notification
 3. Daily summary report
- v. Weekly
 1. Quality control inspection report
 2. Warranty work report
- vi. Monthly
 1. PM schedule deviation report
 2. BHS reports
 3. Work order status report
 4. Staffing levels and allocation plan
 5. Maintained system downtime report
 6. Equipment data evaluation and trending reports
 7. Spare parts inventory control report
- vii. Annually
 1. Hazardous waste report
- viii. As required or necessary
 1. Product material submittals
 2. Vandalism documentation
 3. Notification of change in key personnel
 4. Resumes of all new key personnel
- b. Failure by the OMC to comply with the reporting and deliverable obligations in accordance with this Section K.8 may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.

L. **EMPLOYEE AND STAFFING MANAGEMENT**

1. O&M Staffing
 - a. The OMC shall provide appropriate staffing for the operation of the BHS as required hereunder, including, without limitation, personnel to address concerns and monitor all the BHS-related equipment. OMC is responsible for communicating any issues with the responsible parties. The OMC shall determine the quantity and types of staff needed to meet the performance requirements set forth in Section L of this Agreement, taking the requirements below into account. Failure by the OMC to provide appropriate staffing in accordance with this Section L may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.
 - b. Irrespective of the performance requirements, the OMC shall provide well qualified staff to satisfy the following staffing requirements:

- c. One (1) mechanical technician and one (1) electrical control technician during all operational periods.
 - i. These technicians shall perform preventive maintenance activities and shall be available for corrective maintenance or repairs when needed.
 - ii. One of these technicians will also perform as the "Shift Lead"
 - iii. These technicians will man the control room as needed during periods of peak flow.
 - iv. Both positions may be covered by one person if such person is adequately qualified.
- d. The OMC is responsible for providing sufficient Baggage Jam Runners as required so that all normal baggage jams will be cleared within five (5) minutes. Any delay beyond five (5) minutes will be identified in performance reports.
 - i. Baggage Jam Runners will also recirculate baggage tubs from makeup devices back to ticket counters and claim device inputs.
- e. Technicians and Baggage Jam Runners may also be responsible for operating the manual encode position. The manual encode operators will be responsible for transporting any bags missing a machine or human readable bag tag back to the ticket counters, or to the lost and found.
- f. The OMC will provide staffing to maintain, purchase and coordinate all spare parts and components.
- g. During the system peak operating period(s) (i.e., Holidays, Seasonal Heavy Periods), the OMC shall increase the above referenced staff requirements as necessary to maintain system availability and standard requirements set forth herein.
- h. The OMC shall include relief staff as needed to ensure continued coverage during primary staff break times.
- i. The OMC shall provide staffing for the OAA's automated outbound sort system's Manual Encoding Stations (defined below) to monitor the automated sortation process and encode problem bags and bags that are not read by the automated bag tag readers. OMC shall provide staffing to support the operational demand for manual encoding in the systems. "Manual Encoding Station" is defined as a conveyor section where 'no read bags' are diverted in order to be manually scanned and coded for sortation to the proper makeup device.

2. General Personnel / Staffing Requirements

- a. The Contractor will use only uniformed, fully trained, directly employed, and supervised personnel who will use all reasonable care to see that the BHS equipment is maintained in a proper and safe operating condition.
- b. The OMC's on-site employees shall possess sufficient computer skills and software (Word, Excel, Outlook, PowerPoint) knowledge to perform data entry, queries, downloads and analysis of the BHS' performance and CMMS reports as well as to send/receive e-mails.
- c. The OMC shall provide the OAA the resumes for all key personnel for the OAA's approval. These resumes shall be provided to the OAA no later than fifteen (15) business days before the employee's intended start date.
- d. All OMC personnel shall have good verbal and written command of the English language.
- e. Key OMC Personnel - The OMC shall identify and provide the OAA with a list of names and telephone numbers of its key personnel who shall be responsible for fulfilling all the requirements of the Work. OMC's Key Personnel List shall be provided to the OAA fifteen (15) days prior to the commencement of the Term and shall be promptly updated when

changes are made with such updates promptly reported to OAA.

3. Specific Staff Position Requirements

a. Site Lead

- i. The OMC shall provide a qualified and experienced full-time on-site Site Lead at the Airport (the "Site Lead"). The Site Lead shall have full authority to act for the OMC with respect to the OMC's obligations hereunder. The Site Lead shall oversee and have overall responsibility for the Work to be carried out under this Agreement.
- ii. Site Lead work hours shall be a minimum 40 hours per week. The Site Lead shall set their work hours so as to cover as much of the peak periods of the BHS systems within the scope of this Agreement as possible
- iii. The name of the Site Lead and an equally responsible alternate (e.g., Supervisor) who shall take on the Site Lead's duties when the primary Site Lead is absent shall be designated in writing to the OAA fifteen (15) business days prior to the commencement of the Term.
- iv. The Site Lead or their designee shall be available for calls 24 hours a day, seven (7) days a week. The Site Lead shall be available at all times to attend regularly scheduled and/or on-demand meetings, required system training sessions, tours and inspections requested by the OAA and/or user airlines to discuss the BHS.
- v. The Site Lead shall possess the necessary computer skills required to perform trending, queries and analysis of the BHS' performance histories. The Site Lead shall also possess the ability to receive and send email, and have basic spreadsheet, word processing and database skills.
- vi. The OAA shall have the right in its sole discretion to approve or reject any Site Lead selected by the OMC at any time.
- vii. The Site Lead shall provide overall supervision for the day-to-day operations, manage exceptional /emergency situations, communicate with the OAA, airlines and TSA, perform and/or supervise administrative work (human resource management, invoicing and the like) and all other tasks as required to perform the requirements of this Agreement.
- viii. The Site Lead will be responsible for the following:
 1. Prepare and save weekly, monthly, and yearly reports.
 2. Print, or digitally save, distribute and file weekly, monthly and yearly reports.
 3. Check spare parts inventory and initiate any required purchase requests
- ix. The Site Lead position may be filled by one of the Control Room Operators or senior Mechanical/Electrical/Control Technicians (see below) if it is determined that the above-described workload can be balanced with the technician's other duties. However, it is recommended that the Site Lead position initially be a separate person for the first 6 to 12 months of the Term.

b. Control Room Operators

- i. The "Control Room Operators" shall have experience in a similar role for similar size and complexity system(s). The Control Room Operator shall fully understand all the functions of the BHS Control Systems, the OAA approved System Contingency Plan, and how to use these functions to monitor, control/manage the operational control functions of the BHS for dispatching appropriate

- mechanics and technicians to troubleshoot and address system faults.
- ii. The role of the Control Room Operator is to constantly monitor the status of the BHS and alert Baggage Jam Runners, technicians and the Site Lead when situations occur that need their attention.
 - iii. The Control Room Operator shall have a good understanding of the physical BHS system layout and associated controls functionality to efficiently manage the baggage flow during the daily operation of the BHS and direct the response staff to any incidents. The Control Room Operator's duties shall also include, but not be limited to:
 1. Monitor the conveyor line baggage flow balancing.
 2. Monitor laser array statistics.
 3. Monitor statistical reports and identify potential problem areas from these reports.
 4. Monitor/set make-up assignments.
 5. Respond to operational inquiries, complaints and issues.
 6. Make BHS operational decisions, initiating and coordinating implementation of any backup/fallback procedures necessary to allow continued operations (e.g., choosing alternative routings, initiating use of fallback tags,).
 7. Communicate directly with the user airlines, OAA staff, and the TSA as necessary or reasonable.
 8. Ensure smooth daily start-ups by reviewing start-up checklists and procedures.
 9. Assume the responsibility of staffing the BHS control room and the monitoring of the BHS, via the BHS Management Information System and the MDS, during the system's operational period.
 - iv. The Control Room Operator may also support the Site Lead in preparing reports and trending analysis so long as such support does not interfere with the Control Room Operator's primary duty of system monitoring.
 - v. The following is a list of job duties for the Operations Staff that will be assigned to the BHS control room. The tasks are separated into two (2) groups; 1) Daily Tasks and 2) Random Unscheduled Tasks. The following list, along with the BHS supplier's recommendations contained in the System's O&M Manuals, shall be used as minimum requirements for the task assignments to the BHS control room staff (this list is not to be construed as being complete; it is provided only as a guide and to establish minimum requirements)
 1. BHS Control Room Operator's Daily Tasks
 - a. Ensure that all previous day's "Day End Tasks" have been completed.
 - b. Ensure that BHS Sortation and MDS computers are operational.
 - c. Verify, via the MDS, that all communications links are running and operational (PLC, etc.).
 - d. Log onto the user interface workstation, if necessary.
 - e. Verify, via MDS, that there are no devices in an alarm state or condition that will prevent the BHS conveyors from starting, and contact maintenance to correct any conditions that may prevent system start-up.
 - f. Set and verify airline to make-up assignments are correct, and

- make changes as required.
 - g. Verify readiness to exercise/initiate any and all back-up or fallback modes or procedures at any time (e.g., fallback tags available for implementation on-demand, redundant computers on-line, etc.). Be responsible for initiating restock (in a similar manner to spare parts purchases) and distribution of fallback tags as required to ensure continuous availability.
 - h. Monitor MDS for any visual and audible alerts and notify OMC maintenance operations of identified conditions that may need correction.
 - i. Print or digitally save End-of-Shift reports, log, and file.
 - j. Coordinate and communicate with users and OMC maintenance staff as required for baggage tub management, always ensuring availability at inbound and outbound load points.
 - k. Operator Log-Off.
 - l. Fully advise next shift of current conditions and relevant issues as required.
- c. Baggage Jam Runners
- i. "Baggage Jam Runners" shall have a good understanding of the BHS system layout and the procedures required to resolve jams and reset faults.
 - ii. The role of the Baggage Jam Runner is to be the first responder to system events, such as jams, and to perform the necessary procedure to resolve the event in a safe and expedient manner. If the Baggage Jam Runner determines that corrective maintenance repairs are needed, the Baggage Jam Runner shall alert the Control Room Operator(s).
 - iii. The Baggage Jam Runners will also perform other duties such as collecting, staging, and redistributing empty baggage tubs from the concourses to the airline counters, and cleaning and/or assisting the maintenance technicians, on an as needed basis, where this does not interfere with their primary duties. Other duties that may be assigned to Baggage Jam Runners are as follows:
 - 1. Relieve the manual encoding operators for breaks and lunches.
 - 2. Observe and report any maintenance, operations and/or repair problems to the maintenance mechanics /technicians.
 - 3. General cleanup of work areas and in/around conveyor equipment at a frequency required to maintain units free of trash, dirt, and debris.
 - 4. Responsible for manual movement of baggage in the event of system outage, during system fallback conditions, etc. as required.
 - 5. Responsible for transporting any bags missing a machine or human readable bag tag from manual encode to ticket counters, lost and found or other appropriate location.
- d. Mechanical Technician
- i. The "Mechanical Technician" shall be fully trained in the preventative maintenance tasks and all repair procedures required to maintain and repair the BHS equipment in accordance with the equipment supplier's (the "O&M Manuals").
 - ii. The Mechanical Technician shall be experienced and skilled in the use of the hand

and bench tools needed to execute the maintenance and repairs of the BHS equipment.

iii. There shall be at least one (1) lead mechanical technician on call at all times. Lead mechanical technicians shall have a minimum of 5 years of experience in their field. The following list is a general outline of the job duties for the Mechanical Technician(s), which is not to be construed as "all inclusive":

1. Troubleshoot and repair all mechanical component faults of the BHS system.
2. Provide preventive maintenance services, clean, inspect, lubricate, adjust/track, troubleshooting and repair for all mechanical equipment, including but not limited to conveyor belting, end rolls, drive rolls, snub rolls, take-up rolls, conveyor drive assemblies (motors, gear boxes, drive belts, V belts etc.), conveyor supports (ceiling hangers, leg supports, etc.), make-up and claim devices (flat plate and sloped pallet plate), all pushers, diverters and associated equipment that direct baggage flow.

e. Electrical/Controls Technician

i. The "Electrical/Controls Technician" shall be proficient with all BHS related electrical field components and have strong skills and experience in industrial controls. The Electrical/Controls Technician shall be fully trained in preventative maintenance of the BHS controls system and devices and in the troubleshooting and repair of associated electrical and controls issues.

ii. The Electrical/Controls Technician shall have a strong understanding of the operation of PLCs.

iii. The Electrical/Controls Technician shall know how to program or configure (Stand Alone) VFD parameters and soft starters.

iv. There shall be at least one (1) lead Electrical/Controls Technician on call at all times during both operational and non-operational hours. Lead Electrical/Controls Technicians shall have a minimum of 5 years of experience in their field. The following list is a general outline of the job duties for the Electrical/Controls Technician(s), which is not to be construed as "all inclusive":

1. Troubleshoot and repair all electrical and control components of the BHS Field Devices.
2. Make necessary changes to the BHS Field Devices to maintain and enhance the performance of the BHS.
3. Provide preventive maintenance services per manufacturer's guidelines, and clean, troubleshoot and repair all electrical faults or components that are part of the BHS Field Devices.

4. Attire

i. OMC employees shall, at all times while on the job site, be dressed in a distinctive company uniform that has been pre-approved in writing by the OAA in accordance with the below standards.

ii. OMC employee uniforms shall consist of shirts with sleeves and full-length trousers or coveralls.

iii. Shorts, cut-offs and the like are not acceptable. The employee uniforms shall have the OMC's name easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Any color combination, as appropriate, may be

- used for the uniforms as long as they are distinct from that used by the OAA.
- iv. All OMC employees shall wear safety shoes and a safety vest as part of the approved attire. At times, the OAA may require OMC employees to wear hard hats.
 - v. The OMC shall supply and maintain the required employee attire as part of the Base Fee and at no additional cost to the OAA.

5. Conduct

- i. The OMC's employees shall at all times while at the Airport, whether on or off duty, conduct themselves in a professional, orderly and safe manner. Rudeness, fighting, being under the influence of alcohol and/or drugs or bringing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on the OAA's property (unless fulfilling the requirements of this Agreement), and any immoral or otherwise undesirable conduct shall not be permitted and shall result in immediate and permanent removal of any employee engaging in such conduct. Denial or cancellation of an OMC employee's Airport security badge is sufficient grounds for termination or removal. Failure by the OMC's employees to comply with the conduct standards contained in this Section L.5 may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.
- ii. The OMC agrees to promptly remove from the Airport any OMC employee that the OAA determines in its sole discretion is not satisfactory and shall replace such personnel with an employee satisfactory to the OAA; provided, however, that in no event shall the OAA be deemed responsible for monitoring or assessing the suitability of any employee or agent of the OMC.

M. **COORDINATION WITH OAA AND ASSOCIATED THIRD PARTIES**

1. Coordination with OAA

- a. The OMC shall maintain open and professional communication with OAA and its designated representatives throughout the Term. The Site Lead or their designee shall (i) be responsible for all day-to-day coordination with OAA, (ii) shall be available on a 24 hours per day, 7 days per week basis to take calls from OAA staff regarding the OMC's obligations under this Agreement, and (iii) shall attend all project meetings, progress reviews, and coordination calls as reasonably requested by OAA.
- b. The OMC shall coordinate with OAA's operations, facilities, maintenance, and badging staff as necessary to schedule and conduct work within the Airport, including obtaining any required access authorizations, work permits, or airside clearances in advance of any planned activity.
- c. OAA shall have the right to designate additional or alternate OAA representatives for purposes of coordination under this Agreement at any time upon written notice to the OMC.

2. Coordination with OAAIT and BHSC

- a. The OMC shall coordinate with OAAIT and the BHSC as necessary to fulfill the requirements of this Agreement, including but not limited to the programming, configuration, and operational integration of the BHS. All such coordination shall be conducted in a professional manner and in accordance with the project schedule and technical specifications established under this Agreement.
- b. The OMC's, BHSC's, OAAIT's, and TSA's roles and responsibilities with respect to the BHS

Controls and Cybersecurity requirements are summarized in Attachment C.

- c. The OMC's direct contact with OAAIT shall be limited to matters strictly necessary to fulfill the OMC's obligations under this Agreement. Without prior written approval from OAA, the OMC shall not initiate contact with OAAIT on more than ten (10) occasions per calendar month. For purposes of this section, a single "contact" shall mean any communication initiated by the OMC to OAAIT, whether by telephone, email, written correspondence, or in-person meeting, regarding a discrete issue or request; provided, however, that follow-up communications related to the same discrete issue or request shall collectively count as a single contact.
 - d. Notwithstanding the foregoing, the OMC shall not be subject to the contact limitation in the event of an emergency affecting the safe or efficient operation of the BHS, provided that the OMC promptly notifies OAA of any such emergency contact within twenty-four (24) hours of making it.
 - e. All non-emergency requests by the OMC for OAAIT services or programming changes that exceed the permitted contact limit, or that involve modifications to the BHS's programming or configuration, shall be submitted to OAA in writing for approval prior to any contact with OAAIT. OAA shall respond to any such request within ten (10) business days. Approved requests shall be documented and retained by both the OMC and OAA as part of the project record.
 - f. The OMC acknowledges that OAAIT operates under a separate contractual relationship with OAA, and that the OMC has no authority to direct, modify, or expand the scope of OAAIT's work without OAA's express prior written approval. Any costs incurred by OAA as a result of unauthorized contact or direction by the OMC to OAAIT shall be borne by the OMC and may be deducted from the Base Fee.
3. Coordination with the TSA
- a. The OMC acknowledges that the TSA has regulatory authority over security operations at the Airport and that certain aspects of the OMC's work under this Agreement, including activities related to the BHS, may be subject to TSA oversight, inspection, and approval. The OMC shall cooperate fully with the TSA and its staff and representatives in connection with any inspection, audit, or review of the OMC's operations or equipment at the Airport.
 - b. The OMC shall not initiate any direct coordination with TSA regarding matters that affect or could affect Airport security operations, BHS programming or configuration, or baggage screening protocols without prior written approval from OAA, except in the event of an emergency or as required by applicable law or TSA directive. In the event the OMC is contacted directly by TSA regarding any matter related to this Agreement, the OMC shall notify OAA within twenty-four (24) hours of such contact and shall provide OAA with a written summary of the substance of such communication.
 - c. All TSA-required modifications, upgrades, or operational changes to the BHS that arise during the Term shall be promptly communicated to OAA by the OMC upon the OMC's receipt of notice thereof. The OMC shall work cooperatively with OAA and OAAIT to implement any such TSA-required changes in accordance with the project schedule and within the scope of this Agreement. Any TSA-required changes that are outside the scope of this Agreement shall be negotiated in good faith between the parties as Supplemental Services.

N. **LIQUIDATED DAMAGES**

1. The occurrence of any one or more of the failures to perform under the provisions of this Agreement as listed below may result in the imposition of liquidated damages set out below (“Liquidated Damages”). All Liquidated Damages imposed by the OAA under this Agreement shall be imposed upon the OMC, without regard to whether such Liquidated Damages arise from the action or inaction of a subcontractor. The OMC agrees that imposition of the Liquidated Damages is a fair and reasonable estimate of damages that is difficult to estimate to compensate the OAA for its administrative efforts to address the stated matter and further agrees that the Liquidated Damages do not constitute a penalty. The OAA will provide fifteen (15) advanced written notice that it intends to assess Liquidated Damages. Failure to impose Liquidated Damages for a particular violation shall not bar the OAA from imposing Liquidated Damages for subsequent violations of the same nature.
2. The OAA may withhold the Liquidated Damages amount due from moneys owed by the OAA to the OMC under this Agreement. Liquidated Damages shall not be in any way charged to, passed through to, or otherwise recoverable from the OAA. The Liquidated Damages remedy is in addition to all other rights and remedies of the OAA and may be applied by the OAA in its sole discretion, by decision of the OAA Contract Manager. Should the OMC disagree with the assessment of Liquidated Damages, it may, within ten (10) days following receipt of the OAA’s notice of intent to assess Liquidated Damages, appeal in writing to the Chief Operating Officer of the OAA. The OMC shall include sufficient information in its appeal so the appeal may be reviewed. The Chief Operating Officer will review the appeal and in his/her sole discretion determine to enforce the Liquidated Damages in full or in part.
3. Performance Standards and System Availability. Failure of the OMC to meet the performance standards as set forth in Sections J and K of this Agreement may result in the following Liquidated Damages:
 - a. 99.5% tracking accuracy of the BHS, calculated on a weekly basis (Sections J.1 and K.2). Failure by the OMC to meet this standard may result in assessment of Liquidated Damages of Five Hundred Dollars (\$500) per occurrence.
 - b. 99% availability of the BHS, calculated monthly, and excluding scheduled preventive maintenance and vandalism-related outages (Sections J. 1 and K.3). Each failure by the OMC to meet this standard may result in assessment of Liquidated Damages of up to Five Hundred Dollars (\$500) per percentage point below the 99% availability performance indicator.
 - c. Automatic Tag Reader (ATR) read rate of 96% on a daily basis (Sections J.1 and K.4). Each failure by the OMC to meet this standard may result in assessment of Liquidated Damages of up to One Hundred Dollars (\$100) per percentage point below the 96% read rate performance indicator.
 - d. Clear any jams within five (5) minutes (Section J.1). Jams that take longer to clear must be individually identified and explained in performance reports. Failure by the OMC to clear jams within five (5) minutes and/or failure by the OMC to identify and explain such jams in performance reports may result in assessment of Liquidated Damages of Five Hundred Dollars (\$500) per occurrence.
 - e. Clearing bags out of the manual encode within five (5) minutes (Section J.1). Failure by the OMC to clear bags out of the manual encode within five (5) minutes may result in assessment of Liquidated Damages of One Hundred Dollars (\$100) per occurrence.
 - f. Unplanned outage of the BHS for any duration, excluding scheduled preventive

maintenance and vandalism-related outages, with outages lasting greater than fifteen (15) minutes counting as multiple occurrences for each successive fifteen (15) minute interval, may result in an assessment of Liquidated Damages of Five Hundred Dollars (\$500) per occurrence.

4. Monitoring, Quality Control, Record Keeping, and Reporting. The OMC shall implement and comply with their quality control program (Section K.1.), documentation requirements (Section K.5.), and BHS reporting requirements (Sections K.6. and K.8.) in accordance with Section K of this Agreement. If any failure by the OMC to maintain these requirements results in operational or customer service issues (as determined by the OAA and/or as detailed in this Agreement), Liquidated Damages of up to Five Hundred Dollars (\$500) may be assessed for each day or fraction thereof that the issue continues.
5. Contingency Plan and Fallback Operations. The OMC shall implement and comply with their contingency plan and daily fallback operations procedures at any time necessary in accordance with Section G of this Agreement. If any failure by the OMC to effectively comply with such procedures and manage contingency and/or fallback operations results in operational or customer service issues (as determined by the OAA and/or as detailed in this Agreement), Liquidated Damages of Five Hundred Dollars (\$500) may be assessed for each day or fraction thereof that the issue continues.
6. Inspection and Preventative Maintenance Program. The OMC shall implement and comply with their IPMP in accordance with Section H of this Agreement. If any failure by the OMC to maintain an effective IPMP results in operational or customer service issues (as determined by the OAA and/or as detailed in this Agreement), Liquidated Damages of Five Hundred Dollars (\$500) may be assessed for each day or fraction thereof that the issue continues.
7. Inadequate Staffing. The OMC shall maintain staffing as specified in this Agreement, including, without limitation, Section L and Attachment B. If any failure by the OMC to maintain adequate staffing results in operational or customer service issues (as determined by the OAA and/or as detailed in this Agreement), Liquidated Damages of Five Hundred Dollars (\$500) may be assessed for each day or fraction thereof that the staffing issue continues.
8. Inadequate Staffing Management. The OMC shall maintain a qualified Site Lead as specified in this Agreement, including, without limitation, Section L and Attachment B. If any failure by the OMC to maintain an effective Site Lead results in operational or customer service issues (as determined by the OAA and/or as detailed in this Agreement), Liquidated Damages of Five Hundred Dollars (\$500) may be assessed per day that the issue continues.
9. Incident Reporting Procedures. Failure by the OMC to report an accident, emergency, injury, theft, fraud, or damage may result in the assessment of Liquidated Damages of Five Hundred Dollars (\$500) per occurrence.
10. Penalty for Late Payment of Invoices to Subcontractors and Vendors. If the OMC fails to pay any subcontractor or vendor related to the Work in a timely manner, Liquidated Damages of One Hundred Dollars (\$100) per day may be assessed.
11. Approval of Parts Purchases in Excess of \$5,000. Each occurrence in which the OMC purchases a

part, the unit cost of which exceeds Five Thousand Dollars (\$5,000), without receiving prior written approval from the OAA as required under Section F.3, may result in Liquidated Damages of Two Hundred Fifty Dollars (\$250) per occurrence.

12. Management of Spare Parts. The OMC shall manage the spare parts inventory as required in Section F.3. Each occurrence in which the inadequate management of the spare parts by the OMC causes a delay in the OMC performing critical repairs or prevents the OMC from responding to a critical repair (as determined by the OAA and/or as detailed in this Agreement) may result in Liquidated Damages of Two Hundred Fifty Dollars (\$250) per day that the occurrence persists.
13. Unacceptable Employee Behavior. The OAA may assess Liquidated Damages of Five Hundred Dollars (\$500) per incident for any conduct by the OMC's employees that violates the conduct requirements set forth in Section L.1 of this Agreement, including, without limitation, unacceptable behavior directed at or in front of customers, foul language, voices elevated above normal speaking levels, and/or the use of insensitive/inappropriate/inflammatory/derogatory language. Additionally, the OAA may demand immediate and permanent removal of the employee from the Airport.
14. Unsafe Actions. Unsafe actions by the OMC's employees, contractors, subcontractors, or vendors (as determined by the OAA and/or as detailed in this Agreement) may result in the assessment of Liquidated Damages of Five Hundred Dollars (\$500) per occurrence. Additionally, the OAA may demand immediate and permanent removal of the employee, contractor, subcontractor, or vendor from the Airport.
15. Failure to Comply with Laws, Rules, and Regulations. Non-compliance by the OMC's employees, contractors, subcontractors, or vendors with respect to any applicable laws, rules or regulations as set forth in Section T of this Agreement, including, without limitation, OAA policies or training requirements (for example, Security policies, IT policies, Airport Rules and Regulations), may result in the assessment of Liquidated Damages of Two Hundred Dollars (\$200) per occurrence. Additionally, the OAA may demand immediate and permanent removal of the employee, contractor, subcontractor, or vendor from the Airport.
16. Failure to Support Transition. Failure by the OMC to adequately support the transition of the Work to a new OMC or in-house OAA operation in accordance with Section O.1.e (as determined by the OAA and/or as detailed in this Agreement) may result in Liquidated Damages being assessed at Five Thousand Dollars (\$5,000) for each day the OMC is in non-compliance.
17. Other. Failure to comply with any other requirements of this Agreement may result in the assessment of Liquidated Damages of One Hundred Dollars (\$100) to Five Hundred Dollars (\$500) per occurrence (determined at the sole discretion of the OAA).

O. **TERMINATION**

1. Agreement Phase Out
 - a. Maintenance Inspection
 - i. Beginning on sixty (60) business days prior to the expiration of the Term or the earlier termination of this Agreement, or as soon thereafter as practicable, the OAA and/ or their technical representative will thoroughly

- inspect the condition of all equipment covered by this Agreement to audit the level of maintenance and service work performed.
- ii. The OMC shall ensure that there are no outstanding corrective maintenance items and that all preventive maintenance is up to date upon the expiration of the Term or the earlier termination of this Agreement.
 - iii. All deficiencies found upon OAA inspection shall be corrected by the OMC prior to the expiration of the Term or the earlier termination of this Agreement. If deficiencies have not been corrected by the OMC by such date, then the OAA may cause such repairs to be performed, the cost of which shall be withheld from the OMC's last payment due from OAA hereunder or otherwise charged to the OMC by OAA.
 - iv. The OMC shall provide all necessary labor, equipment, materials and technical expertise required to assist the OAA in inspecting each Maintained System and sub-system as contemplated under this Section N. The OMC shall thoroughly exercise all systems and demonstrate each feature and function as a part of such inspections.
- b. The OAA Provided Resources
- i. Upon the expiration of the Term or the earlier termination of this Agreement, the OMC shall return to the OAA, in good condition, all (i) spare parts, tools, resources, computer hardware, communication devices, documentation, drawings, O&M Manuals, and the like provided to the OMC by the OAA; and (ii) spare parts and materials procured by the OMC and reimbursed by the OAA pursuant to this Agreement, in each case to be confirmed by an inventory of the OAA provided (or cost reimbursed) equipment, parts, and materials.
- c. Security Devices
- i. Upon the expiration of the Term or the earlier termination of this Agreement, or the discontinuance of employment of any individual OMC personnel working in the Airport prior thereto, all applicable airport badges, keys, security and all other OAA identification shall be surrendered to the OAA.
- d. Records and Documentation
- i. Upon the expiration of the Term or the earlier termination of this Agreement, all records and documentation, including, but not limited to, as-built/record drawings, O&M Manuals, preventive maintenance schedules, preventive maintenance records, CMMS information, equipment history data, procurement information and the like shall remain the sole property of the OAA. All records shall be accurately kept and updated by the OMC until the last day of the Term or until the earlier termination of this Agreement.
- e. Transition
- i. The OMC shall fully cooperate with and assist the OAA in the orderly transition of the Work upon the expiration of the Term or the earlier termination of this Agreement. Such assistance shall include, without limitation, (i) coordinating such transition with the OAA and any successor operator designated by the OAA, (ii) providing full access to the BHS and all relevant records and data, (iii) making knowledgeable personnel available to support transition activities and respond to reasonable inquiries, (iv) conducting reasonable knowledge transfer and training sessions for OAA personnel and/or any successor operator, and (v) providing such other

transition assistance as may be reasonably requested by the OAA to ensure continuity of operations.

- ii. The OMC shall reasonably assist the OAA in connection with any future request for proposals or other procurement process relating to the operation and maintenance of the BHS, including, without limitation, providing operational, maintenance, performance, procurement, and financial data reasonably requested by the OAA.
- iii. The OMC shall prepare and submit for OAA approval no later than one hundred twenty (120) days prior to the expiration of the Term (or promptly following notice of earlier termination), a transition plan (the "Transition Plan") outlining the steps, personnel, and timeline required to effectuate an orderly transition of services. The Transition Plan shall include a detailed budget for the final ninety (90) days of operation, setting forth anticipated costs, and, if any, accrued expenses and outstanding obligations, by line item, for OAA's advance written approval or disapproval. The OMC shall update the Transition Plan as reasonably requested by the OAA and shall perform all transition activities in accordance therewith.
- iv. The OMC shall not take any action, or fail to take any action, that would reasonably be expected to disrupt, delay, or adversely affect the transition of services to the OAA or any successor operator. The OMC shall continue to perform all Work under this Agreement in accordance with its terms through the expiration of the Term or the earlier termination of this Agreement, without degradation in service levels during the transition period.
- v. Failure by the OMC to comply with the obligations set forth in this Section O.1.e may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement, and such Liquidated Damages may be deducted from any final payment due to the OMC or may otherwise be recovered by the OAA, such recovery right to survive the expiration or earlier termination of this Agreement.

2. Termination for Cause

- a. OAA may terminate this Agreement for cause upon written notice to the OMC if the OMC commits a material breach of any obligation under this Agreement, including, without limitation, the following:
 - i. Failure to perform or maintain the required level of service or maintenance as specified in this Agreement;
 - ii. Failure to staff the required personnel positions as set forth in this Agreement;
 - iii. Failure to comply with any applicable federal, state, or local law, regulation, or TSA directive in connection with the OMC's performance under this Agreement;
 - iv. Unauthorized direction of, or contact with, OAAIT or TSA in violation of this Agreement;
 - v. Misuse, misappropriation, or failure to return OAA-provided equipment, resources, or property; or
 - vi. Any act of fraud, willful misconduct, or gross negligence by the OMC or its personnel in connection with the performance of this Agreement.
- b. Prior to terminating for cause, OAA shall provide the OMC with written notice

specifying the nature of the breach in reasonable detail. The OMC shall have fifteen (15) calendar days following receipt of such notice to cure the breach to OAA's reasonable satisfaction; provided, however, that if the breach is of a nature that cannot reasonably be cured within such period, the OMC shall not be in default if it commences cure within such period and diligently pursues cure to completion thereafter, , but in no event shall the cure period extend beyond thirty (30) calendar days from the date of OAA's notice. If the OMC fails to cure the breach within the applicable cure period, OAA may terminate this Agreement immediately upon written notice to the OMC.

- c. Upon termination for cause, the OMC shall not be entitled to any further compensation under this Agreement except for fees earned and unpaid as of the effective date of such termination, subject to OAA's right to offset any damages, costs, or expenses incurred by OAA as a result of the OMC's breach.

P. **OMC EXCLUDED SERVICES**

- 1. All items, finishes, components, systems, and subsystems of the BHS are covered by the Work with the following exclusions (unless specifically requested by OAA and agreed upon by the parties as being Supplemental Services):
 - a. Inspection, testing, maintenance, repair and replacement of fire detection and fire alarm systems including automatic fire sprinkler heads/guards, smoke/thermal fire detectors, local and remote annunciation system, security systems and access controls. However, the OMC shall coordinate and assist with any companies performing repair work of the fire alarm, electrical, security systems or access controls interfacing with the BHS.
 - b. Repair and/or replacement of primary electrical power service up to the power drop points.
 - c. Correction of any water/sewage leaks that affect the BHS equipment. However, the OMC shall coordinate with any companies performing repair or cleanup work due to such a leak.
 - d. Repair and/or replacement of heating, ventilating or air conditioning systems or equipment.
 - e. Fire extinguishers
 - f. Lighting in the BHS operational and technical areas
 - g. TSA provided CBIS and CBRA equipment such as EDS machines and their servers, ETD machines, and associated uninterruptable power supply systems. Note that repair and maintenance of TSA inspection tables is included in the Work.
 - h. Flight Information Display System/Baggage Information Display Systems
 - i. Cleaning of public areas not associated with BHS work/repairs
- 2. Repairs necessitated by the obvious misuse or the negligence of persons beyond the control of the OMC shall not be included within the scope of the Base Fee. Notwithstanding the foregoing, the OMC shall remain responsible for performing or arranging such repairs in a timely manner, and OAA shall compensate the OMC for the reasonable costs of such repairs outside of and in addition to the Base Fee.
- 3. It is not the responsibility of the OMC to instruct or warn passengers or tenants and/or the general public in the proper use of the BHS equipment or the risk involved in the use of the equipment.

4. Damage to, or operational disruption of, the BHS equipment or any other related equipment as a result of the failure of, or reduced voltages at the primary power source shall not be included within the scope of the Base Fee. Notwithstanding the foregoing, the OMC shall remain responsible for performing or arranging all repairs and remediation necessary to restore the affected equipment to full operational condition, and OAA shall compensate the OMC for the reasonable and documented costs of such repairs outside of and in addition to the Base Fee.

Q. **PERFORMANCE BY THE OMAHA AIRPORT AUTHORITY**

1. To facilitate fulfilling the requirements of this Agreement, the OAA will provide the OMC with a workshop and storage space(s) at the Airport. The OAA reserves the right, in its sole discretion, to relocate, reconfigure, or otherwise alter the spaces provided hereunder at any time. The OMC shall use the spaces provided by the OAA solely to fulfill the requirements of this Agreement. The OMC shall provide furniture as required to fulfill the requirements of this Agreement
 - a. The OMC shall keep such areas clean and orderly at all times.
 - b. The OMC shall keep the on-site office door locked whenever unoccupied.
 - c. The OMC shall not allow persons who do not possess a current airport security badge to remain in the on-site office unescorted.
 - d. The OMC shall use the on-site spaces provided by OAA solely for purposes related to this Agreement and shall not store any items or conduct any business therein that is unrelated to this Agreement.
2. Operations and Maintenance Manuals - To facilitate fulfilling the requirements of this Agreement, the OAA will allow the OMC to use the BHS O&M Manuals. The BHS O&M Manuals and related documentation (i.e., as-built/record drawings and the like) shall remain on the job site at all times. The OMC shall utilize these manuals only for work being performed at the job site. The manuals shall be returned to the OAA at the expiration of the Term or the earlier termination of this Agreement in the condition in which they were received.
3. Utilities- the OAA will pay the reasonable cost of on-site utilities (electric, water, landline telephone, internet and the like) used in the operations and maintenance of the BHS. The OMC shall be responsible for all expenses associated with its telephone usage and any unreasonable utility charges.
4. Waste Removal – The OAA will provide for pick-up of office waste generated in the maintenance of the BHS, excluding the disposal of hazardous waste materials (e.g., batteries and the like), which shall be the responsibility of the OMC as part of the Base Fee.
5. The OAA Contact- The OAA will provide phone numbers, e-mail and mailing addresses for the OAA key personnel as warranted.
6. The OAA does not relinquish possession or control of any part of the BHS.
7. The OAA shall not hold the OMC responsible or liable for loss, damage, detention, or delay caused by labor strikes, lockouts, fire, flood, acts of civil or military authorities, or by insurrection or riot.
8. The OAA shall pay the OMC invoices within sixty (60) days of the due date stated herein unless the parties are working through contested billings. Invoices must be sent to accountspayable@flyoma.com for payment.
9. The OAA will submit reports required by the Omaha Municipal Code to the City of Omaha, Nebraska when advised by the OMC.
10. The OAA will provide two-way radios that shall access the OAA provided radio system at no cost to the OMC. The OAA will provide initial programming of the radios. The OAA may back

charge the OMC for replacement and reprogramming costs due to lost or stolen radios.

R. **FEDERAL REQUIREMENTS**

1. A.4.3.1 In all its activities within the scope of its airport program, Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of this Agreement. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. A.5.4.2 During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "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 Agreement.
 - (b) Non-discrimination. The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21 including amendments thereto.
 - (c) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement 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 OAA 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 OAA 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 Agreement, OAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (1) Withholding payments to the Contractor under this Agreement until the Contractor complies; and/or

- (2) Cancelling, terminating, or suspending an agreement, in whole or in part.
- (f) Incorporation of Provisions. The Contractor will include the provisions of Paragraphs a through f 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 OAA 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 OAA to enter into any litigation to protect the interests of OAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

- (a) During the performance of this Agreement, 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 U.S.C. § 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) including amendment thereto;
 - (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - (6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - (7) The Civil Rights Restoration Act of 1987, (P.L. 100-259), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - (8) Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
 - (9) Title IX of the Education Amendments of 1972, as amended, which prohibits Contractor from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

4. Fair Employment. Contractor further agrees to pay all laborers and mechanics for labor that shall be performed, to pay for materials and equipment rental which is actually used or rented in performing the Agreement, to pay to the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of Nebraska Law (§§ 48-601 to §§ 48-669) on wages paid to individuals employed, and to comply with the conditions regarding Fair Employment practices, as contained in the Nebraska Statutes, and to comply with the Minimum Wage Scale and Non-discrimination on Basis of Sex, as contained in the Nebraska Statutes in the performance of this Agreement.

S. INDEMNIFICATION AND INSURANCE

1. General Indemnity. The OMC shall indemnify, hold harmless and defend OAA, the City of Omaha, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by (i) the OMC's performance or non-performance of this Agreement or any breach of this Agreement, or (ii) the OMC's conduct of business or any acts, omissions, negligence, activities, operations, or other things done, permitted, or suffered by the OMC in or about any office or storage areas provided to the OMC hereunder and/or the Airport or other act or failure to act (excluding only claims or actions arising out of the sole gross negligence of OAA and solely to the extent such claims are not covered by insurance required to be carried by the OMC pursuant to this Agreement).
 - a. Damages from Airport Operations or Construction. The OMC hereby agrees to release and hold harmless OAA, the City of Omaha, its elected and appointed officials, agents and employees, from any damages to the OMC caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport, or from any Terminal construction activities; and the OMC does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against OAA, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by operations or activities at or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, lessees, concessionaires, or aircraft operators.
 - b. Loss of Equipment. The OMC further agrees to hold OAA, the City of Omaha, their agents, officials, and employees free and harmless for any claims arising out of the damage, destruction, or loss of any or all of the OMC's equipment (excluding any claims arising out of the sole gross negligence of OAA and solely to the extent such claims are not covered by insurance required to be carried by the OMC pursuant to this Agreement).
2. Authority's Right to Recover Damages. The OMC agrees to reimburse OAA for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, and/or penalties that may be imposed upon, incurred or suffered by OAA and which, in whole or in part, arise from any of the following: (a) any act or omission of

the OMC; (b) any use, occupation, management or control of any office or storage areas provided to the OMC hereunder by the OMC, whether or not due to the OMC's own act or omission and whether or not occurring on any office or storage areas provided to the OMC hereunder; (c) any condition created in or about any office or storage areas provided to the OMC hereunder by any party (other than OAA), including any accident, injury or damage occurring on or about any office or storage areas provided to the OMC hereunder after the date on which the OMC takes possession of any office or storage areas provided to the OMC hereunder; and (d) any breach, violation or nonperformance of any of the OMC's obligations under this Agreement. For purposes of this Section, the "OMC" shall be deemed to include the OMC and the OMC's partners, officers, directors, employees, agents, and contractors.

3. Insurance Requirements. Insurance requirements set forth below, and any applicable policy limits, exclusions and deductibles, do not in any way limit the amount or scope of liability of the OMC under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that OAA is willing to accept to help insure full performance of all terms and conditions of this Agreement. All insurance required to be carried by the OMC under this Agreement shall meet the minimum requirements described in this section.
4. Certificates; 30 Day Cancellation. On or before the execution of this Agreement, the OMC shall provide OAA with certificates of insurance establishing the existence of all insurance policies required under this section. Thereafter, the insurance policies shall not be subject to cancellation or change except after notice to OAA by registered mail at least thirty (30) days prior to the expiration date, cancellation, or material change of any insurance policy. No insurance policy may be cancelled without at least thirty (30) days' prior written notice being given to OAA. Where any policy(ies) has (have) normal expirations during the Term of this Agreement, written evidence or renewal shall be furnished to OAA at least thirty (30) days prior to such expiration. Upon written request by OAA, the OMC shall permit OAA to inspect the originals of all applicable policies. Insurance must be maintained without any lapse in coverage during the entire Term. Insurance canceled without Authority consent shall be deemed an immediate event of default under this Agreement. OAA shall also be given certified copies of the OMC's policies of insurance upon request. Failure of OAA to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of OAA to identify a deficiency from the evidence provided, shall not be construed as a waiver of the OMC's obligations to maintain the insurance required by this Agreement.
5. Additional Insured; Separation of Insureds. OAA and its agents and employees shall be named as an additional insured with respect to the OMC's use of the Airport and any office or storage areas provided to the OMC hereunder in each general liability policy and as an additional insured and loss payee in each property insurance policy. Such insurance shall provide cross-liability coverage equivalent to the standard Separation of Insureds clause published by the Insurance Services Offices ("ISO") or a successor organization. The OMC shall supply OAA with certification from the insurance carrier that OAA and its agents, and employees are so named.
6. Primary Coverage. The required policies shall provide that the coverage is primary and will not require any contribution from any insurance or self-insurance carried by OAA.
7. Company Ratings. Policies of insurance must be placed with companies or underwriters authorized to issue insurance in the State of Nebraska that carry an AM Best rating of "A-" or

better or equivalent.

8. Deductibles and Retentions. Any deductible or self-insured retention exceeding fifteen percent (15%) of the per-occurrence or per-accident limit of a required policy is subject to prior written approval by OAA.
9. Required Insurance. At all times during the Term of this Agreement, the OMC shall provide and maintain in full force and effect the following types of coverage:
 - a. General Liability Insurance. The insurance policy(ies) shall be the standard comprehensive general liability insurance coverage, with aircraft exclusions deleted to cover all operations of the OMC and shall include, but not by way of limitation, bodily injury, property damage, products liability, and contractual coverage, including the obligations pursuant to this section. The OMC shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from the use of any office or storage areas provided to the OMC hereunder (including loss of use thereof), operations, independent contractors, products-completed operations, bodily injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to any office or storage areas provided to the OMC hereunder or occasioned by reason of the operations of the OMC. Such coverage shall be written on an ISO occurrence form CG 00 01 0196 (or a substitute form providing equivalent coverage) in an amount of not less than TEN MILLION DOLLARS (\$10,000,000.00), combined single limit or split limits equal to and not less than TEN MILLION DOLLARS (\$10,000,000.00), for bodily injury and property damage with respect to each occurrence, such limits subject to adjustment by OAA during the Term of this Agreement.
 - b. Commercial Automobile Liability Insurance. The OMC must procure and maintain automobile liability insurance covering owned, non-owned, leased and hired vehicles in an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) for bodily injury and property damage combined single limit, such limits subject to adjustment by OAA during the Term of this Agreement.
 - c. Fire and Property Insurance. The OMC shall procure and maintain policies of insurance at its own expense, insuring any office or storage areas provided to the OMC hereunder and improvements thereon, and all inventory, fixtures, furniture, and equipment thereat, against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) full replacement value of said office and storage areas, improvements, inventory, fixtures, furniture, and equipment with an agreed amount clause and a reasonable and customary deductible. Such amount is subject to final approval by OAA. The OMC shall furnish to OAA evidence that such coverage has been procured and is being maintained in full force and effect. OAA maintains property insurance that covers the Terminal but will not cover any improvements made by the OMC to any office or storage areas provided to the OMC hereunder or any inventory, fixtures, furniture, or equipment of the OMC.

- d. Workers' Compensation Insurance. The OMC shall maintain in force Workers' Compensation insurance for all of the OMC's employees in accordance with all requirements of Nebraska law. The OMC shall also maintain employers' liability coverage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) per accident and FIVE MILLION DOLLARS (\$5,000,000) per employee for disease. In lieu of such insurance, the OMC may maintain a self-insurance program meeting the requirements of the State of Nebraska and a policy of excess workers' compensation and employer's liability insurance.
10. Waiver of Subrogation. Notwithstanding anything to the contrary in this Agreement, the OMC and OAA waive any right of action that they and/or their insurance carriers might have against each other (including their respective employees, officers, commissioners, or agents) or against tenants of the Airport for any loss, cost, damage, or expense (collectively "Loss") to the extent that such Loss is covered by any property insurance policy or policies maintained or required to be maintained pursuant to this Agreement and to the extent that such proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the Loss. Notwithstanding anything to the contrary in this Agreement, the OMC also waives any right of action it and/or its insurance carrier might have against OAA (including its agents and employees) for any Loss to the extent such Loss is a property loss covered under any applicable automobile liability policy or policies required by this Agreement. If any of the OMC's property or automobile insurance policies do not allow the insured to waive the insurer's rights of subrogation prior to a Loss, the OMC shall cause it to be endorsed with a waiver of subrogation that allows the waivers of subrogation required by this section.
11. The OMC's Risk. The OMC shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall OAA be liable for any: (a) business interruption or other consequential loss sustained by the OMC; (b) damage to, or loss of the OMC's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of OAA.
12. Periodic Review. OAA shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event OAA determines that such types, limits, and/or terms should be changed, OAA will give the OMC a minimum of thirty (30) days' notice of such determination and the OMC shall modify its coverage to comply with the new insurance requirements of OAA. The OMC shall also provide OAA with proof of such compliance by giving OAA an updated certificate of insurance within fifteen (15) days.
13. Survival of Indemnities. The indemnity agreements set forth in this section shall survive the expiration or earlier termination of the Agreement and be fully enforceable thereafter.

T. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

1. Compliance with Laws. The OMC, its employees, contractors, subcontractors, vendors, and agents, shall at all times comply with the laws and regulations of the United States of America and the State of Nebraska and shall abide by all applicable laws and ordinances, codes, and regulations of the City of Omaha and the rules and regulations governing the operation of the Airport, including, without limitation, those promulgated by the Transportation Security Administration and the Federal Aviation Administration. Violations thereof by the OMC, its

agents or employees shall be cause for termination of this Agreement at the sole option of OAA if such violations are not corrected immediately to the satisfaction of OAA.

2. **Airport Security.** The OMC, its employees, contractors, subcontractors, vendors, and agents shall abide by all current and future OAA, local, state, and federal security rules, regulations, policies, and procedures in place for the Airport, including 49 CFR Part 1542 (Airport Security), as issued and/or amended from time to time, so as to assure compliance with all security regulations and directives which are currently in effect or which may be promulgated by either the Federal Aviation Administration or the Transportation Security Administration (49 CFR Part 1542, Airport Security) or any other agency having jurisdiction at the Airport. The OMC certifies that its personnel will be familiar with directives, rules, and regulations prior to being assigned to the secure areas of the Airport and the Terminal. The OMC agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Airport. The OMC agrees to badge persons following procedures established by the OAA. The OMC shall comply with 49 CFR Part 1542 and OAA's directives regarding its airport security plan, as such plan may be amended from time to time. The OMC recognizes its obligations for security on the Airport as prescribed by 49 CFR Part 1542 and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Airport. The OMC shall comply with 49 CFR Part 1542 (Airport Security) and airport security policies as presently outlined in OAA's airport security plan, as such plan may be amended from time to time. The OMC shall pay any forfeitures or fines levied upon it, or levied upon OAA through enforcement of 49 CFR Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of the OMC, its employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by OAA as a result of any such violation.
3. **Rule Enforcement.** The OAA shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, including OAA Rules and Regulations, which the OMC agrees to observe and obey, with respect to the use of the Airport, Terminal, and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA), and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency. Any fines assessed against the Authority as a result of the OMC's failure to comply with the provisions of this Section R or other intentional or negligent acts or omissions of the OMC, its employees or agents will be paid promptly, upon demand, to the OAA by the OMC.
4. **Failure to Comply.** Any failure by OMC or its employees, contractors, subcontractors, vendors, or agents to comply with any applicable laws, rules, or regulations as specified in this Section T may result in the assessment of Liquidated Damages in accordance with Section N of this Agreement.

U. **GENERAL PROVISIONS**

1. **As-Built Drawings.** The OAA will attempt to provide as-built drawings. The OMC accepts those items which OAA has and will attempt to locate drawings from other sources as may be necessary.
2. **Termination for Cause.** The OAA reserves the right to terminate this Agreement if the OMC's

performance is unacceptable. Out-of-service equipment, unexplained malfunctions, or unsatisfactory performance of the equipment/systems are considered unacceptable performance. The OAA will advise the OMC in writing of any intention to terminate, giving the specific reasons. The Contractor will be given 30 working days to resolve the differences before the termination is initiated.

3. Valid When Accepted; Entire Agreement. This Agreement shall become a valid agreement only when accepted by both the OCM and the OAA. The Request for Proposal and Contractor's Proposal Form are attached hereto for additional specifics and are hereby incorporated in this Agreement by reference. This Agreement shall constitute the entire agreement between the parties. It is further understood and agreed by the OMC that OAA and OAA's agents and employees have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth in this Agreement, and that no claim or liability or cause for termination shall be asserted by the OMC against OAA for, and OAA shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement. Any other written or oral agreement with OAA is expressly waived by the OMC.
4. Modification. Neither this Agreement nor any of its terms, provisions, conditions, representations, or covenants may be modified except by a written agreement duly executed by each party.
5. Notices. All notices provided for herein shall be in writing. Any notice permitted or required to be served upon the OMC under this Agreement shall be served upon it at:

[OMC Name]
[Address]

Any notice permitted or required to be served upon OAA under this Agreement shall be addressed to:

Omaha Airport Authority
Attn: **[Nancy Wordekemper]**
1519 E. Hartman Court
Omaha, Nebraska 68110

Either party may change the address for service under this Agreement by giving the other party written notice thereof. Any notice served by mail shall be by certified or registered mail, return receipt requested, or by a recognized overnight courier service that requires receipt of signature upon delivery.

6. Waivers. Election by OAA not to enforce any of the terms, covenants, or conditions contained in this Agreement shall in no event operate as a waiver or preclude OAA from thereafter enforcing such terms, covenants, or conditions.
7. Waiver of Claims. The OMC hereby waives any claim against OAA, and its officers, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any

part hereof, from being carried out.

8. No Partnership. The parties hereto expressly disclaim any intention to create by this Agreement, or any acts or omissions in connection with this Agreement, a partnership or joint venture or any other association that would create joint and several liability or otherwise render the parties liable as partners.
9. Authority Consent or Action. In the event this Agreement is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of OAA rather than any implied standard of good faith, fairness or reasonableness. Wherever this Agreement requires OAA's consent or approval or permits OAA to act, such consent, approval or action may be given or performed by the CEO or his or her designated representative. If the OMC requests OAA's consent or approval pursuant to any provision of this Agreement and OAA fails or refuses to give such consent, the OMC shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.
10. Interpretation. This Agreement is the result of arm's length negotiations between OAA and the OMC and shall not be construed against OAA by reason of its preparation of this Agreement.
11. Capacity to Execute. OAA and the OMC each warrant and represent to each other that this Agreement constitutes their legal, valid and binding obligation. The individual executing this Agreement on behalf of the OMC personally warrants that she/he has full authority to execute this Agreement on behalf of the OMC.
12. Headings. The headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.
13. Time of the Essence. Time is expressed to be of the essence of this Agreement and the parties hereto agree to timely and faithfully comply with the terms and conditions of this Agreement.
14. If not a current vendor of OAA, the OMC will complete a Vendor's Packet provided by OAA upon award of the agreement.
15. No Assignment. The activities, uses, privileges, and obligations authorized herein are personal to the OMC, and the OMC agrees that it will not assign or subcontract the same or any portion thereof, or assign or subcontract this Agreement without the express written consent of OAA in its sole and absolute discretion; and any purported assignment or subcontract in violation hereof shall be void.
16. Terms Binding Upon Successors. All the terms, conditions, and covenants of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The provisions of this section shall not be deemed as a waiver of any of the conditions against assignment herein before set forth.
17. No Third-Party Beneficiary. No obligation of a party under this Agreement is enforceable by, or is for the benefit of, any third parties. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their respective permitted successors and assigns and not for the benefit of any third person. This Agreement shall not be deemed or construed to have conferred any

rights, express or implied, upon any third person. Both parties expressly understand and agree that no modification or amendment of this Agreement, in whole or in part, shall require consent or approval by any third party.

18. **Governing Law.** This Agreement has been made in and shall be construed in accordance with the laws of the State of Nebraska. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Nebraska as the same from time to time exist, subject to the waivers and exclusions herein contained. Any litigation or suit brought relating to this Agreement shall be brought solely in the state or federal court sitting in Omaha, Nebraska. OAA and the OMC each waive any claim or defense that such forum is not convenient or proper. OAA and the OMC each agree that any such court shall have personal jurisdiction over each party and each party hereby consents to service of process by any means authorized by Nebraska law.

19. **Conflict with Contract Documents.** If this Agreement differs from the Request for Proposal or Contractor’s Proposal Form, this Agreement applies.

20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

CONTRACTOR: _____

ACCEPTED _____ DATE _____

Print Name

Title

OWNER: OMAHA AIRPORT AUTHORITY
1519 E. Hartman Court
Omaha, Nebraska 68110

ACCEPTED _____ DATE _____

Print Name

Title

Attachment A Request for Proposals
Attachment B Contractor’s Proposal Form

Attachment C OMA TMP BHS Controls Support & Cyber – RASCI Matrix