



Nancy

Print Form

**Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)**

Vendor: OshKosh Aerotech

E-Verify Number: 32855

Commodity: Jet Bridges - 1 & 5 Valet Conveyors

Estimated annual expenditure for the above commodity or service: \$ \$135,740.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- LBK 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- LBK 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- LBK 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: L. Bruce Keller

Department: Facility Maint.

Date: 1/30/25

Department Head Signature:

*Neliat L. Jenkins*  
*D White*

Date: 1-31-25

Approval Authority:

Date: 2/19/25

Administrator Approval: (required — not required)

Date:

COMMENTS: Commission Approval Requested



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • [www.flyags.com](http://www.flyags.com)

## MEMORANDUM

**Date:** 30 January 2025

**To:** Darrell White, Interim Procurement Director

**From:** Herbert Judon, Executive Director

**Re:** Sole Source Request Memo – OshKosh Aerotech KCI Valet Convey - 1 & 5

*D. White*  
*2/19/25*  
*N/Q*

This memo is regarding the sole source request to purchase 2 valet conveyors for the OshKosh Aerotech jet bridges located at gates 1 & 5. The lack of valet conveyors at gates 1 & 5 jet bridges has been deemed a safety issue by both American and Delta Airlines. These valet conveyors assist the ground crews with loading and unloading passengers items from carry-on. The canopy covered valet conveyors will lessen chances for work related injuries and allow items to be loaded while partially out of the elements. Both KCI valet conveyors have a 18 – 20 week lead time and are customed built. OshKosh Aerotech, an approved airport vendor, will provide, ship, and install both listed valet conveyors for a grand total of \$135,740.00.

# AUGUSTA-RICHMOND COUNTY GEORGIA PURCHASING DEPARTMENT

121922

DEPARTMENT NAME 1354  
DEPARTMENT NUMBER 557 08 1302-542110  
DEPARTMENT HEAD Robert L. Gentry

REQUISITION  
REQUISITION DATE 1/31/25  
PURCHASE ORDER NUMBER  
PURCHASE ORDER DATE

ITEM NO	DESCRIPTION	QUANTITY	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			VENDOR	PHONE NUMBER	QUOTED BY	UNIT PRICE	TOTAL PRICE	UNIT PRICE
1	(2) Oshkosh/Am KCI Volo	1	Oshkosh Aircraft		Tim Storker		135,740.00	
2	Conveyors + Landings							
3	Labor + Materials Provided through Vendor							
4								
5	(18-20 week Lead time to)							
6	Supply Conveyors							
7								
8								
9	Volo Conveyors							
10								
11	KCI							
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
TOTAL BID						\$	135,740.00	\$
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

DEPARTMENT NAME: Facility Maintenance  
DEPARTMENT NUMBER:  
DEPARTMENT HEAD: Bruce Keller

AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT  
REQUISITION

REQUISITION  
REQUISITION DATE  
PURCHASE ORDER NUMBER  
PURCHASE ORDER DATE

30 January 2025

ITEM #	DESCRIPTION	VENDOR PHONE NUMBER QUOTED BY	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			OshKosh Aerotech	Tim Starkey	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2 - OshKosh/Aero KCI Valet Conveyors & Landings					\$123,596.00		
2	18 - 20 Week Lead Time to Supply Conveyors							
3	Labor & Material Provided Through OshKosh -							
4								
5	18 - 20 Week Lead Time - Delivery							
6						\$0.00		
7						\$0.00		
8						\$0.00		
9						\$0.00		
10						\$0.00		
11						\$0.00		
12						\$0.00		
13						\$0.00		
14						\$0.00		
15						\$0.00		
16						\$0.00		
17						\$0.00		
18						\$0.00		
19						\$0.00		
SUB TOTAL						\$123,596.00		
SHIPPING CHARGES						\$12,144.00		
TOTAL BID						\$135,740.00		

# Keith Consolidated Industries, Inc.



February 17, 2025

Mr. Bruce Keller  
Airfield Maintenance Supervisor  
Augusta Regional Airport

Keith Consolidated Industries, Inc. products are manufactured by KCI, Inc in White City, Oregon. We are the sole source provider of your current equipment and O.E.M. replacement parts for our JWBL (Jetway Belt Loaders), these are the conveyors attached to the Oshkosh Aerotech PBB's. We are the sole provider to Oshkosh for the JWBL units.

KCI's equipment and most replacement parts are either proprietary or patented, as each is designed specifically for your equipment, the application, and expected use; therefore, others cannot manufacture our equipment or offer KCI, Inc. replacement parts and warranties.

Unauthorized work, replacement parts, or training not done by KCI will avoid any warranty.

Constant investment in research and development, a commitment to quality, and improving our new equipment and our equipment currently in operation around the world, allow KCI, Inc. to bring the latest developments in technology to our industry and clients.

Thank you for requesting this information and the opportunity to fully explain our commitment. If you have any questions, I can be reached at 541-830-8678.

Best Regards,

*Glenn Nicolichia*



PO Box 2581  
White City, OR 97503  
Phone: 541-830-8678  
Cell: 541-944-9857  
[www.kcigse.com](http://www.kcigse.com)

PO Box 2581 • White City, OR 97503  
GSE Phone: (541) 830-8678 • Fax: (541) 826-2956  
WaterJet Phone: 541-830-8671 • Fax: (541) 826-2956  
[www.kcigse.com](http://www.kcigse.com)  
[www.kciwaterjet.com](http://www.kciwaterjet.com)



Oshkosh AeroTech, LLC  
4074 S. 1900 W. Ste 500  
Roy, Utah 84067

Phone: 801-627-6600  
[www.oshkosh-aerotech.com](http://www.oshkosh-aerotech.com)

---

Date: 12/10/2024

Bruce Keller,  
Augusta Regional Airport  
1501 Aviation Way  
Augusta GA 30906  
RE: 2913570 CKT BD IV SENSE 28V

Dear Bruce,

To whom it may concern,

Oshkosh AeroTech is providing the attached listing of Oshkosh AeroTech - Jetway business unit patents pertinent to aircraft passenger boarding bridges, pre-conditioned air units, and ground power units. As the Original Equipment Manufacturer (OEM) for these passenger boarding bridges, pre-conditioned air units, and ground power units, Oshkosh AeroTech is the provider of all spare parts required for the maintenance of these products.

Oshkosh AeroTech – Jetway has various patents pertaining to aircraft passenger boarding bridges in many countries. However, the below listing will only include patents in the United States. Additionally, Oshkosh AeroTech – Jetway has had many patents for the passenger boarding bridges that have expired. Nevertheless, the methods and procedures of Oshkosh AeroTech – Jetway in making the pertinent products remain a trade secret and are proprietary to Oshkosh AeroTech – Jetway.

Not all Jetway passenger boarding bridges, pre-conditioned air units, or ground power units contain the inventions covered by the patents noted on the attached list. Additionally, there are patents that are currently pending which have not been issued.

I appreciate the opportunity to be of assistance. If you have any further questions, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Ezola".

Scott Ezola  
Director of Aftermarket Sales  
Oshkosh Aerotech, An Oshkosh Corporation Business



Oshkosh AeroTech  
4074 South 1900 West  
Roy, Ut, 84067  
PH: 1-801-627-6600



**PROPRIETARY AND CONFIDENTIAL**

1/21/2025

RQ# R10340-0A

Bruce Keller  
Airfield Maintenance Supervisor  
Augusta Regional Airport  
1501 Aviation way  
Augusta GA 30906

Re: KCI loader and landings

Mr. Keller

Oshkosh AeroTech is pleased to provide the following quote to supply and install 2 KCI stair mounted belt loader and landing on Jetways OG# 33870 and 33871 located at Augusta Regional Airport

The following is part of the conditions of this proposal:

- 1) Standard Oshkosh AeroTech T&C'S are included in this quote
- 2) An agreed to time for the project to start and install
- 3) Estimated lead time of 18 to 20 weeks from the supplier for the KCI units
- 4) Install is based on 1 unit at a time
- 5) Daylight install work, with no holiday work
- 6) Pricing is based on non-union labor
- 7) Pricing is based on no prevailing wages
- 8) Does not include stamped drawings or special permits

Thank you for your interest in Oshkosh AeroTech. We appreciate the opportunity to provide you with our proposal. Should have any questions, please contact me via email or on my mobile.

Regards,  
Oshkosh AeroTech

*Tim Starkey*

Tim Starkey Aftermarket Manager

Oshkosh AeroTech  
4074 South 1800 West  
Roy, Ut, 84067  
PH: 1-801-827-6600



Quotation is valid for 90 days

DESCRIPTION OF SERVICE		PRICE	
SCOPE OF WORK 2024: BASE BID		Unit Price	Extended Prices
➤ Supply 2 each KCI belt loader with cover and landing, with electrical power and connections in console.		\$ 50,548.00	\$ 101,096.00
➤ Install of 2 each KCI belt loaders with cover and landing on Jetways OG# 33870 and 33871		\$ 22,500.00	\$ 22,500.00
Freight			\$ 12,144.00
Performance Bond			Not Included
Tax Note: The BUYER is responsible for payments to the SELLER of any Sales/Use or other similar type taxes imposed on this sale. Based on the tax rate in effect on the date of this Proposed Order, state and local sales/use tax at xxx % must be added to Labor-Materials-Freight			
Seller will accept a valid exemption certificate from BUYER if applicable; however, if an exemption certificate previously accepted is not recognized by the government taxing authority involved, and SELLER is required to pay the tax covered by such exemption certificate, BUYER agrees to promptly reimburse SELLER for the taxes paid.			
Because of possible changes and variations in the completion of the Contract, the actual tax will be calculated pursuant to applicable state Law and assessed upon completion of this project, unless state law Requires the tax to be collected on a periodic basis			
Total			\$ 135,740.00





Oshkosh AeroTech, LLC  
4074 S. 1900 W. Ste 500  
Roy, Utah 84067

Phone: 801-627-6600  
[www.oshkosh-aerotech.com](http://www.oshkosh-aerotech.com)

---

**Patent Portfolio for Jetway Systems**

Product	Patent Number	Title	Expiration Date
PCAire	5,431,021	Thermoelectric Device with a Plurality of Modules Individually Controlled	11/27/2012
PCAire	5,385,020	Thermoelectric Air Cooling Method with Individual Control of Multiple Thermoelectric Devices	11/27/2012
PCAire	5,383,335	Method and Apparatus for Supplying Preconditioned Air to a Parked Aircraft	10/19/2013
PCAire	5,715,701	Double Blower Air Conditioning Unit	10/1/2016
Jetpower	4,636,720	Phase Detector	11/30/2004
Jetpower	5,075,617	Automatic Line Drop Compensator	5/2/2010
Bridge	1,080,401	Articulated Closure for a Passenger Boarding Bridge	7/1/1997
Bridge	1,154,158	Bridge Positioning Device	9/27/2000
Bridge	4,358,721	Bridge Positioning Device	4/20/2000
Bridge	4,633,152	Direct Current Motor Controller	11/29/2004
Bridge	5,667,018	Fire Control Foam Distribution System for Use in Distributing Foam beneath a Passenger Boarding Bridge	1/2/2016
Bridge	5,704,086	Passenger Boarding Bridge	1/2/2016
Bridge	5,761,757	Passenger Boarding Bridge for Servicing Commuter Aircraft	11/1/2016
Bridge	6,330,726	Gangway System	2/18/2020
Bridge	6,487,742	Side Pivot Cab for Loading or Unloading an Airplane	6/10/2019
Bridge	6,898,816	Adaptable Cab Floor Engagement Assembly for Commuter and Conventional Jet	10/4/2021
Bridge	6,993,802	Passenger Boarding Bridge (Applicant Number 711,129)	5/8/2022
Bridge	6,993,802	Passenger Boarding Bridge	11/12/2019
Bridge	7,188,383	Adaptable Cab Floor Engagement Assembly for Commuter and Conventional Jet	10/4/2021



**CONDITIONS OF SALE - AFTERMARKET  
ALL QUOTATIONS ARE MADE SUBJECT TO THE FOLLOWING TERMS**

The following terms and conditions shall apply to contracts entered into by OSHKOSH AEROTECH, LLC ("Seller"), operating through its Jetway Systems business unit for refurbishment and spare parts.

These conditions of sale quoted herein shall remain in effect and supersede all other conditions of sale expressed or implied by Buyer, unless Buyer and Seller otherwise agree in writing. As used throughout this Contract, the term "Product" or "Products" is defined to include all equipment, materials, supplies, components, and any services, engineering, design, and data or other work supplied by Seller under this Contract. Any modifications to the terms herein shall be deemed rejected unless expressly approved by Seller in writing.

1. **QUOTATION VALIDITY:** This Quotation expires and becomes void on the stated validity date, unless on, or prior thereto, Seller has received (i) Buyer's order evidenced by its return of this Quotation signed in the space provided for Buyer's acceptance, or (ii) Buyer's Notice to Proceed, (referencing this quotation) to commence design or fabrication of the project herein specified. All orders are subject to acceptance at Seller's offices in Ogden, Utah, and any sale to Buyer hereunder shall be governed solely by the terms and conditions contained herein which shall supersede any conflicting terms and conditions of Buyer, any statement in Buyer's terms notwithstanding.

Seller's quote is based on commodity prices, material, and other costs ("Production Costs") as of the bid date, or if no bid date is applicable, as of the effective date of these terms and conditions. Seller reserves the right to revise any originally quoted prices on the production or transportation of the products covered by this Agreement, either during the time of manufacturing or at the time of shipment, that result from increases in Seller's Production Costs, including but not limited to increases in the cost of steel, changes in US trade policies, or as a result of any other material increases in Seller's costs, or those that are beyond Seller's control. With respect to such costs, Seller will use the applicable Producer Price indices (PPI's) to determine the amount of any price increases and will be disclosed such PPIs with Buyer when or before making any applicable pricing changes.

2. **PAYMENT TERMS:** Unless otherwise indicated in the Quotations, for refurbishment work under this contract require an advance payment of 50% of the total contract value. The remaining 50% shall be invoiced per the Quotation payment schedule. Payment schedule is based on 50% down payment, the remaining 50% invoiced once the bridge is on site. If there is no payment schedule in the Quotation, then payment will be by monthly progress payments. Spare Part sales shall be 100% payable upon shipment of goods by Seller.
  - a. Terms are net 30 days subject to credit approval.
  - b. If Buyer fails to perform any condition of the terms of payment of this Contract, Seller shall be entitled to an extension of time for performance of its obligations and if Buyer fails to rectify the non-performance promptly upon notice thereof, Seller may cancel this Contract, and Buyer shall pay Seller its charges for cancellation upon submission of Seller's invoices therefor.
3. **PRICE:** This is a firm fixed price contract. No changes in the price will be allowed unless mutually agreed to in writing by both parties. Prices are ExWorks Seller's facility unless noted otherwise on the Seller's proposal. All freight prices are estimated amounts and will be invoiced at actual costs upon receipt of shipper's invoice.
4. **TAXES:** State sales and/or use taxes are not included. In areas where Seller is not authorized to collect such taxes, the remittance of any sales/use tax shall be the responsibility of the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, or the certificate doesn't cover all assessed taxes and the Seller is required to pay such taxes, Buyer agrees to promptly reimburse Seller for the taxes paid.
5. **DELIVERY:** Delivery/Completion times are approximate and are dependent upon timely receipt by Seller of all necessary



equipment definition (paint color, desired carpet, column heights, etc.) and information from the Buyer necessary to proceed with the refurbishment work. In the event Buyer does not timely provide the requested definition and information, the delivery time will be delayed accordingly, and Seller will notify Buyer of the revised schedule.

6. **DELAYS:** In the event Seller should be requested by, or caused by, Buyer to delay its work, Seller shall be entitled to the following:
  - a. A storage fee will be assessed for all delayed Products pending final delivery and installation at Buyer's site(s).
  - b. Any additional costs incurred by Seller in repairing and refurbishing the Product(s) to original condition following such storage period and preliminary to delivery to Buyer.
  - c. Any extra handling costs incurred in extra or double handling of the Product(s) to accommodate Buyer caused or requested delays.
  - d. Payment in full for the work completed in accordance with the Buyer's contract schedule but placed into storage to accommodate the Buyer.
7. **FORCE MAJUERE:**
  - a. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to (i) causes beyond Seller's reasonable control; (ii) acts of god, act (including failure to act) of any governmental authority (*de jure* or *de facto*), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (iii) inability due to causes beyond Seller's reasonable control to timely obtain either necessary and proper materials, components, energy, fuel, transportation, or Buyer authorizations or instructions, definition or information required for Seller to complete the manufacture of the equipment.
  - b. In the event of any delay or failure excused by this Article, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery date. In the event of such delay, the time of delivery or of performance shall be extended for a period equal to the time lost by Seller by reason of the delay. If delay excused by this Article extends for more than sixty (60) days and the parties have not agreed upon a revised schedule for continuing the work at the end of the 60 day period, including adjustment of the price if applicable, then either party upon thirty (30) days written notice, may terminate this Contract with respect to the unexecuted portion of the work, whereupon Buyer shall pay Seller for all the work completed to the date of termination including profit for that work and Seller shall turn over all materials and Products completed at the termination date.
8. **RISK OF LOSS & TITLE:** Full risk of loss shall pass to the Buyer upon delivery of products. However, Seller retains title, for security purposes only, to all products until paid for in full. Seller may at Seller's option repossess the same upon buyer's default in payment hereunder and charge Buyer with any deficiency.
9. **INSTALLATION:** In the event Seller is responsible for installation of the Products, Buyer agrees to provide Seller and/or its subcontractors full and timely access to the installation site, available power for testing, and an uninterrupted installation schedule. In the event that Seller shall suffer any costs or expense due to delays at the site that are beyond Seller's control, Buyer shall be charged with Seller's increased costs so incurred.
10. **PRODUCT ACCEPTANCE:** The Buyer shall inspect all Product(s) and associated work within ten (10) business days of notice from the Seller to the Buyer that the applicable work is substantially complete. Buyer shall identify in writing all punch list items during the inspection and Seller shall immediately correct such items. Buyer shall inspect and provide a final acceptance certificate within five (5) business days of notice from the Seller to the Buyer that all punch list items have been corrected.
11. **WARRANTY**



- a. Seller warrants that any refurbishment work performed will meet all applicable specifications and other specific product and work requirements of this agreement and will be free from defects in material and workmanship for a period of one year from final acceptance of the work or beneficial occupancy, whichever occurs first. All parts not manufactured by Seller that are purchased from other vendors shall be warranted for 6 months or the vendor's stated warranty for the part, whichever is less. The sole remedy for breach of this warranty is the repair or replacement (at Seller's option) of the defective good, and Seller will not be liable under this warranty for labor to remove or reinstall the good, for transportation or freight on the good or any replacement good, for down time or for any other costs. This warranty is limited to the Products provided and the work performed during the course of this contract. Defective and nonconforming items must be held for Seller's inspection and if requested returned to the Seller's manufacturing facility. **THERE ARE NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.**
- b. Upon Buyer's submission of a claim as provided above and following its substantiation, Seller shall provide a replacement part for the defective or faulty part.
- c. The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty against Seller for all claims arising hereunder or relating hereto. In no event shall Buyer be entitled to incidental or consequential damages. Any action by Buyer arising hereunder, or relating hereto whether based on breach of contract, tort (including negligence and strict liability) or other theories must be discovered within one (1) year after the cause of action occurs or it shall be barred.
- d. The foregoing warranty provisions are applicable only if the Buyer has performed preventative maintenance in accordance with Seller's maintenance manual. The required maintenance must be performed, and records maintained for Seller's review and inspection if requested.
- e. Seller disclaims any warranty responsibility as to its products in the event of any modification of such product without prior written consent of Seller. With respect to any Products not manufactured by Seller (except for integral parts of Seller's Products, to which the warranties set forth above shall apply), Seller gives no warranty, and only the warranty, if any, given by the manufacturer of the other product shall apply.
- f. Due to the inherent design and operational use of the canopy closure curtains, tires, aircraft supply hose and hose storage basket, input and aircraft cables, light bulbs, light lenses, and fuses (when required), these items are considered expendable parts and are not covered by any warranty other than that of workmanship and quality. In addition, the following after-installation-adjustments are considered a part of standard boarding bridge maintenance and therefore are not covered by any warranty: (i) Vertical travel limits, (ii) Horizontal travel limits, (iii) Swing tunnel warning and limit, (iv) Adjustment of motor brakes and timer, (v) Steer and over-steer limits, (vi) Tire pressure, (vii) Cable adjustment, electrical and mechanical and (viii) Tunnel roller adjustments.

## 12. **PATENT INFRINGEMENT:**

- a. If notified promptly in writing by Buyer and given complete authority, information and assistance, Seller shall defend, or may settle, at its option, any suit or proceeding brought against Buyer based upon a claim that the use or sale of any equipment in accordance with this Agreement constitutes literal infringement of any apparatus claim of a United States patent. Seller shall pay all damages and costs awarded in such suit or proceeding provided Buyer does not, by any act, except as may be required by law, or compelled during or as a result of legal proceedings (including any admission or acknowledgment), materially impair or compromise the defense of such suit or proceeding. If in such suit or proceeding, the equipment or any portion thereof is held to constitute infringement and its use is enjoined, Seller shall, at its own expense and option, either procure the right for Buyer's continued use or sale thereof, replace or modify the affected portion so that it becomes non-infringing, or accept return of such portion and refund a prorata portion of any amount paid by Buyer for such portion. This states the entire liability of Seller with respect to any infringement by the equipment.





- b. The foregoing paragraph shall not apply to any claim of infringement arising from any item of equipment or portion thereof specified by Buyer, or Buyer's modification of the equipment, or Buyer's use thereof with other software or equipment not supplied by Seller. As to any such use, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

**13. INDEMNIFICATION AND CONSEQUENTIAL DAMAGES:**

- a. Seller will indemnify, defend and hold harmless the Buyer from and against the loss, liability, claim, or action, to persons, property or third parties ("Loss") to the extent that such Loss was caused by the Seller or its agents, subcontractors or affiliates.
- b. Notwithstanding the foregoing, Seller will not be liable, in contract or tort, for any indirect, special, or consequential damages, including, but not limited to, lost profits, loss of use, environmental or pollution damage, regardless of cause.

14. **TERMINATION:** Buyer reserves the right, at any time and for its convenience, to terminate this Order in whole or in part by written notice to Seller. Immediately upon receipt of such notice, Seller shall stop all work hereunder except as otherwise directed by Buyer. If Seller is not in default of any of its obligations hereunder at the time of such termination, Buyer shall pay to Seller, as Seller's sole and exclusive remedy, an amount equal to: (a) reasonable and documented costs incurred by Seller prior to termination, plus the reasonable profit prorated on the portion of work completed, less the disposal or retention value of termination inventory; and (b) the reasonable and necessary cost, if any, incurred by Seller in terminating the work. The above amounts, plus prior payments, shall in no event exceed the Contract Price as prorated to the portion of the order completed as of the time of Seller's receipt of such notice.

15. **STANDARDS:** Unless otherwise specified, units are designed to meet all applicable U.S. national equipment codes, including NEC, AISC and AWS. Costs of meeting any local codes not specifically mentioned shall be an addition to the contract unless noted in Schedule A of this quotation.

16. **LICENSES AND PERMITS:** Building permits by any airport or regulatory authority, and applicable fees for said permits are the responsibility of the Buyer.

17. **MANUALS:** The prices herein cover the cost of providing our Standard Operation & Maintenance manual for each Product sold. One (1) copy per model will be provided per location. The charge for any additional manuals will be given upon request. Unless otherwise specified, all manuals provided will be in the English language.

18. **DISPUTES AND GOVERNING LAW:** This contract shall be governed under the laws of the State of Utah. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's Senior Management within ninety (90) days after a party's initial notice of the dispute, the parties shall be free to litigate their differences in local, state, or federal courts in Ogden, Utah.

19. **SUCCESSORS AND ASSIGNS:** This contract shall inure to the benefit of and bind any successor in interest to a party to this contract. Neither party will assign this contract or delegate its performance thereunder without the prior written consent of the other Party. However, the Seller may assign this contract to any subsidiary, affiliate or successor in interest upon notice to the Buyer of such assignment.

20. **LIMITATION OF LIABILITY:** Under no circumstances shall the total aggregate liability under any contract for all Sellers' exposures (e.g. warranty, indemnification, liquidated damages) exceed the value of the contract or US\$1,000,000 whichever is lesser.



**21. INTELLECTUAL PROPERTY / SOFTWARE:**

- a. Seller shall exclusively own all intellectual property rights in the products and services provided by Seller under this contract. Buyer shall receive a royalty-free, non-exclusive license to utilize Seller's intellectual property as it relates to the products and services hereunder for Buyer's internal purposes.
- b. Buyer agrees that the Software and any other related information or data supplied by Seller constitutes a valuable trade secret and is proprietary information of Seller and/or Seller's licensors. Unless expressly authorized by Seller in writing, the Software may not be copied, modified, translated, reverse engineered, compiled or decompiled, transferred, or disclosed to another party. Notwithstanding the foregoing, the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.

**22. MISCELLANEOUS:** The invalidity, in whole or in part, of any Article or Paragraph thereof shall not affect the validity of the remainder of such Article or Paragraph of this Contract.

**23. ENTIRE AGREEMENT:** This Agreement, when accepted, shall constitute the entire Agreement between Seller and Buyer, superseding any oral or written negotiations or promises, and this Agreement may be changed, discharged or terminated only by an instrument in writing executed by a duly authorized representative of the parties.

**OSHKOSH AEROTECH, LLC**  
**through its business unit Jetway Systems®**

Frank Moore  
Offered By: Frank Moore

Title: VP & General Manager

Date: January 21, 2025

\_\_\_\_\_  
Accepted By:

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Insurance Memo

1/14/2025

Dear Valued Customer,

Oshkosh AeroTech, LLC was acquired by Oshkosh Corporation in August 2023. Oshkosh Corporation (NYSE: OSK) is a \$9.7B, 107+ year business with iconic, market-leading brands. Oshkosh designs and manufactures purpose-built vehicles and equipment to help build, protect and serve communities around the world.

We adhere to our commitment in doing business the right way and, as a valued partner in our organization, we strive to provide advanced transparency when given the opportunity.

The purpose of this memo is to provide preliminary notice on various risk and insurance related matters relating to the Oshkosh AeroTech insurance program. Please note the following is intended to be broadly communicated and may not be applicable to the specific insurance requirements under this agreement.

- **Per project aggregate requirements** – The Oshkosh AeroTech Aviation General Liability policy is not structured on a per project basis. While per project aggregates are more commonplace in the construction industry, Oshkosh AeroTech primarily operates within the manufacturing space, where per project aggregates are not utilized and insurance policies are not structured to accommodate this. In lieu of a per project aggregate, Oshkosh AeroTech places an Aviation General Liability policy on a general aggregate basis. This policy is specifically designed for Aviation-risks, both projects and products. We are confident that the current policy structure (general aggregate), along with the ample limits maintained under this structure, is more than adequate to meet the desired needs/intent of the per project aggregate.
- **Disclosing full insurance limits** – It is company policy that we do not disclose our full policy limits to third parties. We are a Fortune 500 organization with publicly available financials; we are readily capable of meeting our financial obligations.
- **Disclosing insurance deductibles and maximum deductible requirements** – It is company policy that we do not disclose, or alter, the deductibles maintained under our respective insurance policies. As previously stated, we are a Fortune 500 organization with publicly available financials; we are readily capable of meeting our financial obligations. In addition to refusal to disclose our deductibles, we also will not agree to alter our current policy deductibles to adhere to a specific deductible requirement. Our insurance programs are placed on a broad scale (not on a per project basis), therefore our programs are not structured to be altered on a per project basis.
- **Copies of insurance policies** – It is company policy that we do not distribute copies of our insurance policies to third parties. We will provide certificates of insurance and any applicable endorsements, when required by written contract, but will not provide the actual policy documents.

This memo is intended to provide advanced notice on the Oshkosh insurance program. Oshkosh AeroTech reserves all rights to conduct a thorough review of all applicable contract documentation, and the right to comment and negotiate on all matters related to the contract documents.

Sincerely,

Oshkosh AeroTech, LLC



DEPARTMENT NAME: Facility Maintenance  
DEPARTMENT NUMBER:  
DEPARTMENT HEAD: Bruce Keller

AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT  
REQUISITION

REQUISITION  
REQUISITION DATE  
PURCHASE ORDER NUMBER  
PURCHASE ORDER DATE  
30 January 2025

ITEM #	DESCRIPTION	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
		VENDOR	Oshkosh AeroTech				
		PHONE NUMBER					
		QUOTED BY	Tim Starkey				
		QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE
1	2 - Oshkosh/Aero KCI Valet Conveyors & Landings			\$123,596.00			
2	18 - 20 Week Lead Time to Supply Conveyors						
3	Labor & Material Provided Through Oshkosh -						
4							
5	18 - 20 Week Lead Time - Delivery						
6				\$0.00			
7				\$0.00			
8				\$0.00			
9				\$0.00			
10				\$0.00			
11				\$0.00			
12				\$0.00			
13				\$0.00			
14				\$0.00			
15				\$0.00			
16				\$0.00			
17				\$0.00			
18				\$0.00			
19				\$0.00			
SUB TOTAL				\$123,596.00			
SHIPPING CHARGES				\$12,144.00			
TOTAL BID				\$135,740.00			