



**GREATER ORLANDO
AVIATION AUTHORITY**

SUPPLEMENTAL CONTRACT

23-646- OEC

**MASTER AGREEMENT CONTRACT #APTS-21-S-CTS,
available through FDOT,
INTELLIGENT TRANSPORTATION SYSTEMS
(ITS)/TECHNOLOGY SOLUTIONS FOR PUBLIC
TRANSIT**

**COMPANY: FOXSTER OPCO, LLC DBA CTS SOFTWARE
2035 LAKESIDE CENTRE WAY SUITE 190
KNOXVILLE, TN 37922**

TERM DATE: December 1, 2023 THROUGH NOVEMBER 31, 2028

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Contract.....	3
1.1 Exhibits.....	6
1.2 ATTACHMENTS.....	6
Attachment A – Certificate of Insurance.....	7
Attachment B - Current W9.....	8
Attachment D – E-Verification Certification Form.....	9

Contract

This Supplemental Contract **Intelligent Transportation System**, and Related Products, Services, and Solutions (hereinafter referred to as Supplemental Contract) is made and entered into effective as of Jan 22, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the Aviation Authority, and **FOXSTER OPCO, LLC DBA CTS SOFTWARE**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to provide all services, as set forth in Exhibit "2", and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Supplemental Contract 23-646-OEC, Intelligent Transportation System, at the Orlando International Airport, in accordance with the terms and conditions contained in the Master Agreement Contract #APTS-21-S-CTS, available through FDOT, Intelligent Transportation Systems (ITS)/Technology Solutions for Public Transit, which is attached hereto as Exhibit "1" and in the Statement of Work attached hereto as Exhibit "2" (hereafter collectively referred to as the "OEC Contract" or "Contract Documents") and incorporated herein. The Aviation Authority, as an eligible Participating Public Agency, shall assume the rights and obligations of the FDOT (as defined in the OEC Contract) when making purchases of goods or services under the Contract Documents, and terms and conditions of the FDOT Contract #APTS-21-S-CTS shall apply to the Aviation Authority as they apply to FDOT, except as otherwise set forth herein. In the event of any conflict(s) among the terms and conditions contained in this Supplemental Contract and the FDOT Contract, this Supplemental Contract shall control.

Notwithstanding any contrary provisions in the FDOT Contract (Exhibit "1"), the Aviation Authority and Contractor agree as follows:

(a) The Term of the Supplemental Contract is December 1, 2023 through November 31, 2028. Neither party shall have a unilateral right to renew the Term. The Term may be renewed only by mutual written agreement of the Aviation Authority and Contractor on terms expressly set forth in such agreement. Either party may elect not to renew the Term.

(b) References to FDOT shall be deemed to refer to Orlando International Airport and its parking facilities.

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

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

It is also agreed and understood that the acceptance of the last payment pursuant to the Terms and Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against the Aviation Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, the Aviation Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the Contract provisions, the compensation as set forth in Exhibit "2" subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

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IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Contract to be executed in its name by its Chief Executive Officer, or designee, and the said Contractor.

GREATER ORLANDO AVIATION AUTHORITY

By: 

Title: Chief Executive Officer

Date: Jan 22, 2024

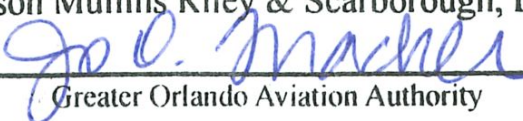
“CONTRACTOR”

FOXSTER OPCO, LLC DBA CTS SOFTWARE

By: 

Title: COO

Date: January 8, 2024

Approved as to Form and Legality
this 8th day of January, 2023
Nelson Mullins Riley & Scarborough, LLP
By 

Greater Orlando Aviation Authority

1.1 Exhibits

Exhibits are attached hereto and incorporated herewith.

- a. Exhibit 1 – Master Agreement Contract APTS-21-S-CTS - FDOT
- b. Exhibit 2 – Passio Technologies Scope of Work

1.2 ATTACHMENTS

- a. The Contract must contain a signature of authorized representative in the space(s) provided. The Contract must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any entry must be initialed.

Attachment A - Certificate of Insurance.
Attachment B - Contractor's W-9
Attachment C – E-Verificatoin Certication Form

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Attachment A – Certificate of Insurance

Certificate of Insurance on Acord form in accordance to with Insurance requirements as required under Exhibit “1” Master Agreement Contract APTS-21-S-CTS - FDOT.

The certificate of insurance shall name the Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority’s Board and the City’s Council and members of the citizens’ advisory committees of each), officers, employees, and agents as additional insureds.

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Attachment B - Current W9

Request for Taxpayer Identification Number and Certification ►

Go to www.irs.gov/FormW9 for instructions and the latest information.

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Attachment C – E-Verification Certification Form

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use the Employment Eligibility Verification System (E-Verify) to verify the work authorization status of all newly hired employees. The E-Verify system can be obtained at the U.S. Department of Homeland Security website: <http://www/dhs.gov/E-Verify>.

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration (also referred to as Bidder, Vendor or Contractor).

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration (also referred to as Sub- Vendor or Sub-Contractor).

Vendor/Contractor/Subcontractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- All persons employed by Vendor/Contractor/Sub-Contractor during the term of the contract, (including assigned sub-vendors/sub-contractors/sub-contractors), to perform employment duties within Florida and any work in pursuant to the contract with the Aviation Authority.

By entering into a contract with the Aviation Authority, the Contractor/Contractor becomes obligated to comply with the provisions of Section 2. Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of resulting contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court of Orange County, Florida no later than 20 calendar days after the date of termination. If the resulting contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

I hereby acknowledge and agree that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the resulting contract with the Greater Orlando Aviation Authority.

Company Name: Foxster Opco, LLC dba CTS Software

Authorized Name: Kris Laseter Title: COO

Signature:  Date January 8, 2024

State of Georgia

County of Fulton

This instrument was acknowledged before me on 01/08/2024 (Date)

Notary Public Signature Lucy Stanback Lee

