

**AMENDMENT NO. 20**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY  
AND  
SITA INFORMATION NETWORKING COMPUTING USA, INC.**

**TO**

**PURCHASING CONTRACT 02-11**

**THIS AMENDMENT NO. 20** made and entered into as of the 22<sup>nd</sup> day of May, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **SITA INFORMATION NETWORKING COMPUTING USA, INC.** (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, by Contract dated November 16, 2011, as amended by Amendment No. 1 dated December 11, 2014; Amendment No. 2 dated May 28, 2015; Amendment No. 3 dated December 7, 2015; Amendment No. 4 dated May 5, 2016; Amendment No. 5 dated July 25, 2016; Amendment No. 6 dated April 5, 2017; Amendment No. 7 dated May 30, 2017; Amendment No. 8 dated December 29, 2017; Amendment No. 9 dated March 28, 2018; Amendment No. 10 dated May 18, 2018; Amendment No. 11 dated June 13, 2018; Amendment No. 12 dated July 18, 2018; Amendment No. 13 dated June 11, 2019; Amendment 14 (not completed or executed); Amendment 15 dated 30 July 2020; Amendment No. 16 dated 25 March 2021; Amendment No. 17 dated May 25, 2021, Amendment No. 18 dated May 31, 2022, and Amendment No. 19 dated October 24, 2022, Contractor agreed to provide the Aviation Authority with a Common Use Passenger Processing System ("CUPPS") and Common Use Self Service ("CUSS"), and among other things, to provide related operations and maintenance services at Orlando International Airport, Orlando, Florida;

**WHEREAS**, the Contract provides the Aviation Authority with options to renew for an indefinite number of renewal options to extend the Contract for additional periods of one (1) year each; and,

**WHEREAS**, the Authority desires to exercise its ninth and tenth options to renew the term of the Contract for two (2) additional one (1) year periods; and,

**WHEREAS**, the Authority desires and the Contractor agrees that Attachment A-20 may be updated throughout the term to capture additional or new Components for the CUPPS and CUSS systems.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Renewal Term of Contract.** The term of the Contract shall be, and hereby is renewed and extended for two (2) additional one (1) year periods, commencing effective as of May 22, 2023 and expiring May 21, 2025.
2. **Components.** The Contractor shall provide the Components to the CUPPS and CUSS, when requested by the Authority, as listed in Attachment "A-20", Nineth and Tenth Renewal Optional Pricing, attached hereto and incorporated herein.
3. **Contractor's Performance Bond or Letter of Credit.** Prior to the execution of this Amendment No. 20, Contractor shall furnish Authority with a replacement bond or duly executed rider or other acceptable form of amendment to Contractor's performance bond for the extended term in an amount, which is not less than **TWO MILLION ONE HUNDRED THOUSAND DOLLARS (\$2,100,000)**.
4. **Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
5. **Public Entity Crimes Act.** The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."
6. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 20, the Contract shall continue in full force and effect in accordance with its terms and conditions.

***[The remainder of this page is intentionally blank.]***

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 20 to be duly executed as of the date and year first above written.

**“AVIATION AUTHORITY”**

ATTEST:

 Anna Farmer  
Assistant Secretary  
May 19 2023 8:28 AM

DocuSign

\_\_\_\_\_  
Assistant Secretary

**GREATER ORLANDO AVIATION AUTHORITY**

 Kevin Thibault  
Chief Executive Officer  
May 18 2023 5:13 PM

DocuSign

By: \_\_\_\_\_  
Chief Executive Officer

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

[Official Seal]



May 19 2023 8:28 AM

DocuSign

**“CONTRACTOR”**

ATTEST:

DocuSigned by:  
  
80A4CAF6B85E4C3...  
Senior Manager Business Finance

\_\_\_\_\_  
Secretary


[CORPORATE SEAL]

**SITA INFORMATION NETWORKING  
COMPUTING USA, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
9821AE7A7D35427...

Its: Regional CFO

\_\_\_\_\_  
Harihar Subramanian  
Print or Type Name and Title

Approved as to Form and Legality  
this 15 day of May, 20 23  
Nelson Mullins Riley & Scarborough, LLP  
By:   
Greater Orlando Aviation Authority

## ATTACHMENT A-20

## NINTH AND TENTH RENEWAL OPTIONAL PRICING

UNIT PRICES FOR COMPONENTS + HOURLY LABOR RATES IN INCREMENTS OF 1

DESCRIPTION	PRICE
<b>A. <u>CORE LICENSE SUPPORT AND MAINTENANCE</u></b>	
1. Core System Support and Maintenance (per month)	\$528.01
2. On-Site Operations (per month)	\$14,841.82
3. Core Software License (per month)	\$446.15
4. Other Services and Charges (per month)	\$2,062.82
5. SmartPath Biometric Core (per month)	\$1,708.72
6. Biometric Corporate Connect	\$1,175.00
<b>B. <u>SOFTWARE LICENSES AND MAINTENANCE:</u></b>	
1. CUPPS Workstation Software/Firmware Licenses and Maintenance (per month) <b>(Price increase from \$14.22)</b>	\$15.21
2. CUSS Freestanding Kiosk Software/Firmware Licenses and Maintenance (per month) <b>(Price increase from \$14.22)</b>	\$15.21
3. LDCS Software Licenses and Maintenance (per month)	\$54.90
4. SmartPath Biometric Self Boarding Gate Software/Firmware License and maintenance per lane (per month)	\$321.49
5. SmartPath Biometric Self Boarding Gate Software/Firmware License and maintenance per lane (per month), If 5-yr extended warranty is purchased	\$265.94
6. WIN10 Enterprise LTSC License (one-time cost per license – Customer Owned)	\$390.26
7. PAXControl Server License Fee (one-time charge per server)	\$20,299.00
<b>C. <u>SERVICES:</u></b>	
1. CUPPS Workstation Software/Firmware Installation (one time charge per CUPPS Workstation)	\$0.00
2. CUSS Freestanding Kiosk Software/Firmware Installation (one time charge per CUSS Kiosk)	\$0.00
<b>D. <u>ADDITIONAL SERVICES (Hourly Labor Rates):</u></b>	
1. Operation/Maintenance of CUPPS Workstations, CUSS Kiosks and Peripheral Devices <b>(Price increase from \$40.71)</b>	\$43.56
2. Software Engineer	\$120.00

DESCRIPTION	PRICE
3. Project Engineer	\$175.00
4. Installation/Integration Engineer	\$151.00
5. Service Technician	\$84.51
6. Project Analyst (Price increase from \$40.71)	<b>\$43.56</b>
<b>E. ADDITIONAL SERVICES + TRAVEL (Hourly Labor Rates):</b>	
1. Software Engineer	\$161.75
2. Project Engineer	\$216.75
3. Installation/Integration Engineer	\$192.75
4. Service Technician	\$126.26
<b>F. <u>USER POSITION HARDWARE/FIRMWARE:</u></b>	
1. CUSS Freestanding Kiosk	\$8,150.00
2. CUSS ADA Kit	\$376.00
3. CUSS Bar Code Scanner	\$1,481.00
4. CUSS Passport Reader	\$2,075.00
5. CUSS BTP Printer	\$917.00
6. CUSS VeriFone Credit Card Reader	\$601.00
7. CUSS Stability Plate	\$833.00
8. LED Monitor	\$212.00
9. Aviosys IP Power Switch	\$180.00
10. LED Controller Board	\$223.00
11. LED Top Board	\$138.00
12. LED Device Board	\$9.00
13. FMS Bar Code Scanner	\$625.00
14. Computer PC Mini, 8GB	\$1,040.00
15. Light Bar Kit	\$710.00
16. OCR Reader	\$450.00
17. BGR Reader	\$1,362.00

DESCRIPTION	PRICE
18. BGR Brackets	\$35.00
19. Encrypted Credit Card Reader (counter mount)	\$754.00
20. Custom TK180 Multi-purpose (ATB, BPP, BTP)	\$917.00
21. BTP Paper Roll Holder	\$120.00
22. RFID BTP Printer	\$1,782.00
23. DCP Printer	\$439.00
24. Honeywell Scanner with Firmware	\$672.00
25. Biometric Overhead Cameras	\$2,228.00
26. Receipt Printer	\$775.00
27. Additional RAM (12GP)	\$61.47
28. Additional RAM (12GB)	\$51.47
<b>G. <u>SMARTPATH BIOMETRICS E-GATES:</u></b>	
1. Single Lane Gunnebo e-Gate, includes: <ul style="list-style-type: none"> <li>- Standard or ADA lane configuration</li> <li>- 1 SITA Face Camera</li> <li>- 1 SITA PaxScreen</li> <li>- 1 PC with i7</li> <li>- 1 MS Win 10 LTSB License</li> <li>- 1 Aware Licenses</li> <li>- (Receipt Printer shown separately)</li> <li>- *Includes freight, customs, and import charges</li> <li>- **Excludes any potential tariffs</li> </ul>	\$40,461.02
2. Single Lane Gunnebo e-Gate – Base plate	\$1,086.06
3. Single Lane Gunnebo e-Gate – 60 month warranty (must be included at time of purchase)	\$2,135.33
4. Dual Lane Gunnebo e-Gate, includes: <ul style="list-style-type: none"> <li>- 1 Standard and 1 ADA lane configuration</li> <li>- 2 SITA Face Cameras</li> <li>- 2 SITA PaxScreens</li> <li>- 2 PC with i7</li> <li>- 2 MS Win10 LTSB Licenses</li> <li>- 2 Airsphere Licenses</li> <li>- 2 Aware Licenses</li> <li>- Receipt Printer shown separately</li> <li>- *Includes freight, customs, and import charges</li> <li>- **Excludes any potential tariff</li> </ul>	\$74,099.94
5. Dual Lane Gunnebo e-Gate – Base plate	\$2,096.85

DESCRIPTION	PRICE
6. Dual Lane Gunnebo e-Gate – 60 month warranty (must be included at time of purchase)	\$3,899.90
7. Triple Lane Gunnebo e-Gate, includes: <ul style="list-style-type: none"> <li>- 2 Standard and 1 ADA lane configuration</li> <li>- 3 SITA Face Cameras</li> <li>- 3 SITA PaxScreens</li> <li>- 3 PC with i7</li> <li>- 3 MS Win10 LTSB Licenses</li> <li>- 3 Airsphere Licenses</li> <li>- 3 Aware Licenses</li> <li>- Receipt Printer shown separately</li> <li>- *Includes freight, customs, and import charges</li> <li>- **Excludes any potential tariff</li> </ul>	\$107,851.06
8. Triple Lane Gunnebo e-Gate – Base plate	\$3,013.93
9. Triple Lane Gunnebo e-Gate – 60 month warranty (must be included at time of purchase)	\$5,678.92
10. Quad Lane Gunnebo e-Gate, includes: <ul style="list-style-type: none"> <li>- 3 Standard and 1 ADA Lane configuration</li> <li>- 4 SITA Face Cameras</li> <li>- 4 SITA PaxScreens</li> <li>- 4 PC with i7</li> <li>- 4 MS Win 10 LTSB Licenses</li> <li>- 4 Airsphere Licenses</li> <li>- Receipt printer shown separately</li> <li>- Includes freight, customs, and import charges</li> </ul>	\$141,479.02
11. Quad Lane Gunnebo e-Gate – Base plate	\$3,931.01
12. Quad Lane Gunnebo e-Gate – 60 month warranty (must be included at time of purchase)	\$7,406.96
13. Desk Mounted Biometric Facepod Integrated with Biometric Camera and Barcode <b>(NEW)</b>	<b>\$11,143.00</b>
14. Agent Facing ELO Touchscreen <b>(NEW)</b>	<b>\$691.00</b>
15. Biometric Facepod Spare Kit <b>(NEW)</b>	<b>\$14,870.00</b>

**NOTE: This Attachment A-20 may be immediately updated to add individual unit components and services during the extension term as mutually agreed upon by the Contractor and the Aviation Authority, and the attachment will be ratified and captured in a future Amendment. The amount spent will not exceed the authorized value of the Contract.**

**R I D E R**

To be attached to and form part of:

Bond Number            800100417  
dated                      March 25, 2023  
issued by the            ATLANTIC SPECIALTY INSURANCE COMPANY  
in the amount of        \$6,800,946.56  
on behalf of             SITA INFORMATION NETWORKING COMPUTING USA, INC.  
                                  (Principal)  
and in favor of         GREATER ORLANDO AVIATION AUTHORITY  
                                  (Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**The bond amount shall be amended:**

**FROM:        Six Million Eight Hundred Thousand Nine Hundred Forty-Six and  
                  56/100 (\$6,800,946.56)**

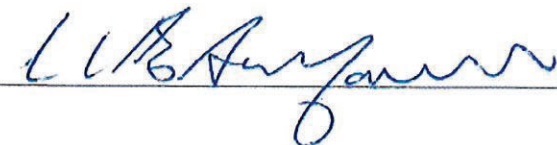
**TO:            Two Million Five Hundred Thousand and 00/100 (\$2,500,000.00)**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

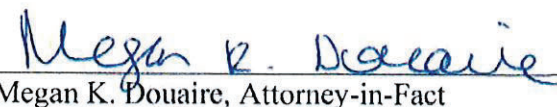
This Rider is to be Effective this 25th day of March, 2023.

Signed, Sealed & Dated this 22nd day of March, 2023.

SITA INFORMATION NETWORKING COMPUTING USA, INC.  
(Principal)

By: 

ATLANTIC SPECIALTY INSURANCE COMPANY  
(Surety)

By:   
Megan K. Douaire, Attorney-in-Fact





### Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Elizabeth K Sterling, Benjamin A Stahl, Megan K. Douaire**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

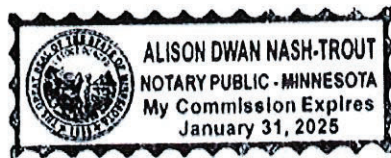
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 22nd day of March, 2021

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary

CONTINUATION  
CERTIFICATE

ATLANTIC SPECIALTY INSURANCE COMPANY , Surety upon

a certain Bond No. 800100417

dated effective March 25, 2021  
(MONTH-DAY-YEAR)

on behalf of SITA INFORMATION NETWORKING COMPUTING USA, INC.  
(PRINCIPAL)

and in favor of GREATER ORLANDO AVIATION AUTHORITY  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 3/25/2023  
(MONTH-DAY-YEAR)

and ending on 3/25/2024  
(MONTH-DAY-YEAR)

Amount of bond \$2,500,000.00

Description of bond Purchasing Contract 02-11 Attachment A-17: Common Use Passenger Processing System ("CUPPS") and Common Use Self Service ("CUSS"); Biometrics; QMS MCO South Terminal, Orlando International Airport. Orlando, FL

Premium: \$ 13,750.00

**PROVIDED:** That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on March 22, 2023  
(MONTH-DAY-YEAR)

ATLANTIC SPECIALTY INSURANCE COMPANY

By Megan K. Douaire

ATTORNEY-IN-FACT Megan K. Douaire



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Elizabeth K Sterling, Benjamin A Stahl, Megan K. Douaire**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

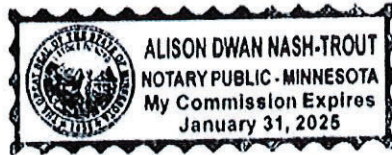
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.




By   
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 22nd day of March, 2020



  
Kara Barrow, Secretary

This Power of Attorney expires  
January 31, 2025