

GOAA DATE 3/17/2021
ITEM NO. 10
DOCUMENTARY # 101027

AMENDMENT NO. 17

BY AND BETWEEN

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

TO

PURCHASING CONTRACT 02-11

THIS AMENDMENT NO. 17 made and entered into as of the 25th day of March, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "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 16 dated 25 March 2021; Contractor agreed to provide the 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 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 and the Contractor agrees to amend the Contract to purchase and install a Common Use Passenger Processing System ("CUPPS") and Common Use Self-Service (CUSS) in the South Terminal Complex with the associated equipment, software, and services; and,

WHEREAS, the Authority desires and the Contractor agrees to amend the Contract to update the Components for the CUPPS and CUSS systems and to add the compensation payable to the Contractor accordingly.

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

- 1. South Terminal Complex**. The Contractor shall provide and install (as requested by the Authority) and the Authority shall purchase from the Contractor South Terminal Complex equipment, software, and associated services with items as stated in Attachment "A-17", Purchase of South Terminal Complex Equipment, Software and Services and Attachment "B-17", South Terminal Complex Statement of Work, attached hereto and incorporated herein.

2. Compensation. The Authority shall pay to the Contractor the appropriate Unit Prices and Costs for the quantities requested and received, to the Authority's satisfaction, of the South Terminal Complex equipment, software, and associated services as shown on Attachment "A-17", Purchase of South Terminal Complex Equipment, Software, and Services. The not to exceed amount is SIX MILLION EIGHT HUNDRED THOUSAND NINE HUNDRED FORTY-SIX AND 56/100 DOLLARS (\$6,800,946.56) with an additional import tariff allowance not to exceed amount of TWO HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$260,000.00). Compensation shall be paid pursuant to the terms and conditions of the Contract.

3. Contractor's Performance Bond or Letter of Credit. Prior to the execution of this Amendment No. 17, Contractor shall furnish Authority with a Contractor's performance bond or Letter of Credit for the South Terminal Complex project as stated in the Amendment in an amount, which is not less than SIX MILLION EIGHT HUNDRED THOUSAND NINE HUNDRED FORTY-SIX AND 56/100 DOLLARS (\$6,800,946.56).

4. Intellectual Property Rights. The Authority acknowledges and agrees that all Intellectual Property Rights, as defined below, in the South Terminal Complex equipment, software and services as provided in Attachment A-17 and Attachment B-17, and other materials provided by Contractor to the Authority pursuant to this Contract, collectively "Systems", are either licensed to, or are the property of Contractor, and nothing contained herein shall be deemed to convey any title or ownership interest therein to the Authority. The Authority's only right with respect to such Intellectual Property Rights is the right to use such only in relation to the Systems provided hereunder.

Contractor hereby grants to the Authority a non-transferable, non-exclusive license to use the Systems and other materials provided by Contractor solely for the purposes of this Contract for the term. The Authority undertakes not to use, or authorize any third party to use, the Systems or any other materials provided by Contractor except as authorized under this Contract, without Contractor's consent.

Contractor owns and retains all right, title, and interest in and to any Intellectual Property Rights which have been independently developed and/or acquired prior to, or during the performance of, this or as a result of the performance of its obligations hereunder.

If, in the course of performing its obligations under this Contract, Contractor jointly with the Authority develops any material that contains any Intellectual Property Rights (Developed Material), then all Intellectual Property Rights in the Developed Material shall vest in Contractor. To this end, where relevant, the Authority absolutely, unconditionally and irrevocably assigns to Contractor in perpetuity all Intellectual Property Rights throughout the world that it may have in the Developed Material and will obtain any Moral Rights, as defined below, waivers and consents necessary to enable Contractor to freely use and exploit that Developed Material. This assignment operates as an assignment of future Intellectual Property Rights to the extent that the Developed Material is not in existence at the Effective Date of this Contract.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to

time), being “droit moral” or other analogous rights arising under any statute, that exist or that may come to exist, anywhere in the world.

5. 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.

6. 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.”

7. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 17, 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. 17 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:



Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY


By: 

Chief Executive Officer

[Official Seal]

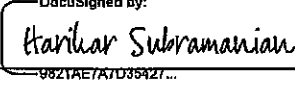
"CONTRACTOR"

ATTEST:



Senior Manager Business Finance
Secretary

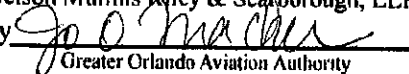
**SITA INFORMATION NETWORKING COMPUTING
USA, INC.**

By:  05-Mar-2021

Harihar Subramanian
Its: _____

[CORPORATE SEAL]

Finance Director
Print or Type Name and Title

Approved as to Form and Legality
this 22 day of March, 20 21
Nelson Mullins Riley & Scarborough, LLP
By: 

Greater Orlando Aviation Authority

ATTACHMENT "A-17"
PURCHASE OF SOUTH TERMINAL COMPLEX EQUIPMENT, SOFTWARE AND SERVICES

1. Pricing Overview

1.1. Equipment & Software

- a. SITA equipment and software will be ordered in "batches" during construction.
- b. SITA will use best efforts to provide quantity discounts for volume orders of certain Common Use equipment. Such discounts will be less than the unit prices in Amendment No. 16 of Purchasing Contract 02-11 between Greater Orlando Aviation Authority and SITA Information Networking Computing USA, Inc., Attachment A-16, for equipment eligible for a discount. Eligible equipment is as follows: CUPPS peripherals. SITA reserves the right to change what equipment is eligible for a discount, upon written notice to Authority, should SITA's supplier or other market factors make such discount economically unfeasible.
- c. *Exception: Equipment orders for the Biometric eGates must be ordered in one (1) single batch. No discount is available for Biometric eGates.*
- d. SITA will provide prices for standard configurations based on the existing contracted price list, and provide quantity discounts for volume orders.
 - i. Standard Configuration Price. As a fictional example for CUPPS, a two-agent position counter configuration and price will be provided.
 - ii. Furthering this example, all equipment for the configuration shall be listed in detail for each configuration, by system.
 - iii. The provided price is a single figure to deliver all components for a functional end device or head-end device. In the case of this example a two position CUSS ticket counter all-inclusive price is \$6,000 (again, a fictitious example).
- e. Quantities may change and will be determined by the Authority's project managers.

1.2. Services

Pricing for services will be provided as follows:

- a. SITA will provide a lump sum price for a dedicated implementation project manager, as defined in the Statement of Work, and include a breakdown of the hours/price and travel costs.
- b. SITA will provide a lump sum price for ongoing (Operations and Maintenance) technical support staff onsite, system administrator and technician, as defined in the Statement of Work, and include a breakdown of the hours/price and travel costs. The lump sum shall cover a period of one year, starting with Final Completion date.
- c. SITA will provide a lump sum price for other implementation support staff (e.g. software technician, network engineer, etc.), as defined in the Statement of Work, and include a breakdown of the hours/price and travel costs.
- d. SITA will provide a lump sum price for all other costs for an end-to-end, complete and

comprehensive implementation, including all elements. A few examples are as follows:

- i. Equipment transportations cost, both to site and onsite.
- ii. Material handling equipment to place SITA devices, e.g. forklift to place eGates. Forklift is required at terminal and job site. The Authority’s OAR has forklift at warehouse.
- iii. Any type of parking costs.
- iv. Any mock-ups required by the Authority (e.g. counter equipment layout mock-up).

2. Payment Plan

There will be separate PO for each SITA system listed below. The payment milestones based upon each individual system are as follows:

2.1. Common Use CUTE/CUSS Milestone Payment

PO Received	10%
Project Planning Phase/Project Documentation Completed	20%
Equipment Received on Site at the Authority’s OAR warehouse	40%
SITA systems Substantial Completion	20%
SITA systems Final Completion	10%

2.2. E-Gates Milestone Payment

PO Received	10%
Equipment Received on Site at the Authority’s OAR warehouse	60%
SITA systems Substantial Completion	20%
SITA systems Final Completion	10%

2.3. QMS Milestone Payment

PO Received	20%
Equipment Received on Site at the Authority’s OAR warehouse	40%
SITA systems Substantial Completion	30%
SITA systems Final Completion	10%

3. Detailed Pricing

Attachment “A-17”, Purchase of South Terminal Complex Equipment, Software and Services

Attachment "A-17"
Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTATION

For	Greater Orlando Airport Authority – February 22, 2021
Project	New MCO South Terminal Construction – Quote for SITA Solutions: <ul style="list-style-type: none"> - CUTE / CUSS - Biometrics - QMS
Project Location	MCO South Terminal
Description	<p>As requested by, Greater Orlando Airport Authority, (GOAA), SITA is providing a consolidated quote for the enclosed SITA solutions to be deployed at MCO's South Terminal.</p> <p>Project Management</p> <p>Overall SITA Project Management to cover all implementation and management/oversight of SITA's solutions and scope of work described in the GOAA-SITA Amendment 17.</p> <ul style="list-style-type: none"> - Provide coordination between all SITA internal and external resources and subject matter experts - Provide necessary documentation, as builds, warranty and maintenance information in Microsoft or PDF - Attend (both remotely and in person) construction meetings with GOAA, CMAR, construction contractors, others as needed - Provide a rolling 1-week project schedule in agreed format - Coordinate with any construction trades - Pre-Implementation Phase Project Manager, travelling to MCO 2x's per month beginning April 2021 through July 2021. - Implementation Phase Project Manager (Contractor), Full time onsite, for 10 months, covering the period of August 2021 through May 2022 - Implementation Phase Project Manager (Contractor) will be supported by additional remote SITA Supervisory Project Manager(s) who will mostly be remote but may be onsite as required. <ol style="list-style-type: none"> 1. Perform the duties of SITA onsite Technical Project Manager 2. SITA's liaison to the Greater Orlando Aviation Authority (GOAA) 3. Coordination with SITA Project Management Office (PMO) and assigned SITA internal Project Manager, who is planned to be remote. 4. Coordination with GOAA stakeholders (management, technical, operations, airline representatives)



Attachment "A-17"
 Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

	<ol style="list-style-type: none"> 5. Coordination with the General Contractors (GCs) (Hensel Phelps, Turner/Kiewit) 6. Coordination with the trade contractors contracted under the GCs 7. Coordination with the solution (systems) providers as required for interface with the in-scope SITA solutions 8. Coordination with Airline stakeholders 9. Coordination with designers (as required) 10. Stakeholder Management 11. Project Management 12. Meeting Attendance as required <ol style="list-style-type: none"> a. Construction and subcontractors' meetings b. Stakeholder meetings c. Project safety meetings d. Project scheduling meetings 13. Coordination and management of the project schedule in coordination with the master construction schedule 14. Coordination and management of the project schedule in coordination with the SITA PMO 15. Project Reporting 16. Project Budget Management in coordination with SITA PMO 17. Project Close-out 18. Delivery management for the in-scope contracted construction deliverables (mock-ups, submittals, and etc.) 19. Delivery management for systems testing (test plans, schedule, results, attendance, and sign-offs) to include both airport and airline stakeholders. 20. Delivery management for systems training (test plans, schedule, results, attendance, and sign-offs) to include both airport and airline stakeholders. 21. Delivery management for the installation and configuration for the in-scope systems 22. Coordination with SITA PMO for onsite SITA resources as required (installation, testing, training) including subcontractors if in-scope. 23. Identify and document the project close-out process 24. Delivery management for project close-out 25. Delivery management over the transition to GOAA and SITA steady-state support
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Attachment "A-17"
Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

	<p>26. Coordination with SITA PMO in support of milestone-based invoicing to GOAA</p> <p>27. Construction Administration</p> <p>Warranty</p> <ul style="list-style-type: none"> - SITA has included a 12-month hardware warranty on all components purchased by SITA commencing on Final Completion (the "Warranty Period"). - Where the hardware Original Equipment Manufacturer (OEM) offers a longer warranty period, SITA will use commercially reasonable efforts to transfer such warranty to GOAA where applicable. - During the Warranty Period, any defective hardware will be returned to the OEM. Depending on the warranty provisions offered by the OEM, a repaired or replacement device will be sent. There is no SLA on this process unless provided by the OEM. Any costs not covered by the OEM (for example, due to misuse or damage outside the control of SITA) will be charged to GOAA. <p>The following hardware and services are included in this quote:</p> <p><u>Common Use (CUTE) / Common Use Self Service (CUSS)</u></p> <ul style="list-style-type: none"> - Scope: <ul style="list-style-type: none"> o Installation/configuration <ul style="list-style-type: none"> ▪ All unpacking of devices, bench testing, imaging, configuration and physical deployment of peripherals and workstations (GOAA to provide workstation hardware to SITA per SITA's schedule). ▪ Perform any software changes to the existing Win10 Core in the North Terminal to extend Common Use to the South Terminal. ▪ End User Testing and Acceptance by airlines and GOAA ▪ As builds and warranty documentation in PDF or Microsoft formats o New SITA Resources <ul style="list-style-type: none"> ▪ 10 months of new SITA Technician ▪ 10 months of new SITA Administrator ▪ New resources will assist with coordinating the implementation, installation, testing and commissioning along with the Project Manager and Implementation Engineer. ▪ Resources will begin onsite in August 2021 through May 2022 at which point they will transition to SITA's separate Operations and Maintenance contract and will be funded under that contract/amendment
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Attachment "A-17"
Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

	<ul style="list-style-type: none"> ○ CUPPS and CUSS Workstation Software / Firmware licenses and Maintenance of all new equipment and implemented systems through 12 months commencing on Final Completion ○ Hardware will be owned by GOAA; de-installation costs excluded. <p>- CUTE and CUSS Hardware to be <u>provided by SITA:</u></p> <ul style="list-style-type: none"> ○ Airline Back Office = BO ○ Baggage Service Office = BS ○ Check-In Counter = CC ○ Gate Counter = GC ○ Gate Podium = GP ○ Recheck Counter = RC ○ Ticketing, Free standing Kiosk = TF 									
MCO Hardware – South Terminal	BO	BS	CC	GC	GP	RC	TF	Count	Spares	Total
Workstation OS license	6	8	100	40	15	6		175	11	186
BPP Custom TK180			100	40	15	6		161	8	169
BTP Custom TK180 RFID			100	40	15	6		161	8	169
BTP-H Paper Roll Holder			100	40	15	6		161	8	169
BCR Honeywell Genesis 7580			100					100	4	104
MSR/OCR Access IS MSR/OCR 315e with bracket		8	100	40	15	6		169	8	177
BGR Access BGR 750 flat bed					15			15	5	20



Attachment "A-17"
 Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

SITA S5 CUSS Kiosks								200	200	0	200
SITA S5 CUSS Kiosks spares kit										8	8
<p>- CUTE and CUSS Hardware and cables required to be provided by GOAA and others:</p> <ul style="list-style-type: none"> o Airline Back Office = BO o Baggage Service Office = BS o Check-In Counter = CC o Gate Counter = GC o Gate Podium = GP o Recheck Counter = RC o Ticketing, Free standing Kiosk = TF 											
MCO Hardware – South Terminal	BO	BS	CC	GC	GP	RC	TF	Count	Spares	Total	
Workstation HP 800 PC (or better)	6	8	100	40	15	6		175	11	186	
Display Viewsonic 22 inch	6	8	100	40	15	6		175	11	186	
Keyboard HP Std Wired	6	8	100	40	15	6		175	11	186	
GPP HP M506	6	8		15				29	5	34	
4 Port USB to Serial RS232 Adapter StartTech					20			20	5	25	



Attachment "A-17"
 Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

RJ45 Modular Adapter					80			80	10	90
USB 10ft cable for Custom TK180								366	24	390
Patch cords Cat6 cables various lengths										730

Queue Management System

- Scope:
 - o Installation/configuration
 - SITA will review the final location and configuration of the devices after the necessary LAN and power cabling has been completed by GOAA.
 - SITA will handle the configuration of the VM.
 - Others will be responsible for the camera and sensor physical installation at the locations indicated by SITA.
 - GOAA will provide the VM Environment
 - VM Requirements:
 - Vanilla CentOS 7 or 8, or Ubuntu 20.04 LTS (exact distribution subject to adjustment upon deployment)
 - 16GB Ram
 - 50GB OS drive, 200GB Secondary drive
 - 8 vCPU - Initially 8 vCPU of a modern Intel processor (Xeon E5 v4 or greater). System performance will be continually evaluated and recommendations on core quantity will be made based on changes in passenger volume. Internet access for security updates and data transmission. Final firewall rules to be discussed at a later date.
 - o Remote monitoring and ongoing support
 - o Unlimited web access to the analytics, which includes support for both historical and predictive queue wait times. The analytics are accessed via the cloud; therefore, internet network connectivity is required and excluded from SITA's price.



Attachment "A-17"
 Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

	<ul style="list-style-type: none"> o Warranty and software support for 12 months <ul style="list-style-type: none"> ▪ Queue Analyzer Monthly License at the South Terminal Complex ▪ Remote Support by SITA's subcontractor, CrowdVision, for software patches, remote support and notification to local SITA Technicians when/if the system is malfunctioning - Hardware included: <table border="1" style="margin: 10px auto; width: 80%;"> <thead> <tr> <th style="background-color: #f2f2f2;">MCO Hardware – South Terminal Checkpoint</th> <th style="background-color: #f2f2f2;">Online QTY</th> <th style="background-color: #f2f2f2;">Spares</th> </tr> </thead> <tbody> <tr> <td>LiDAR MQ8 Sensors</td> <td style="text-align: center;">12</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Sensor Mounts</td> <td style="text-align: center;">12</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Axis IP Cameras</td> <td style="text-align: center;">4</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <ul style="list-style-type: none"> o Hardware will be owned by GOAA; de-installation costs excluded. <p><u>SITA SmartPath Biometric eGate</u></p> <ul style="list-style-type: none"> - Scope <ul style="list-style-type: none"> o Project Management <ul style="list-style-type: none"> ▪ SITA Professional Services - Software Configuration, Testing and Commissioning; travel and expenses included o Installation/Configuration <ul style="list-style-type: none"> ▪ Physical gate installation and setup includes: unpacking boxes from crates and moving into position, preparing gate bases, affix gates onto bases with bolts, cabling between lanes from master to slave units and cable termination, installing the SITA Facepod devices, commissioning gates (power on gates and check gate status, check alarms/signals from gate electric cards). ▪ Airline(s) will be configured to use these new Biometric Self Boarding Gates in the same way they were setup/configured to use the Biometric Self Boarding Gate at the North Terminal. If any new airlines opt in to use biometric exit as a 2 step process this will be provided at no additional cost. ▪ If any airline requires any development/integration work from SITA for a 1 step process the airline will be charged for the development. 	MCO Hardware – South Terminal Checkpoint	Online QTY	Spares	LiDAR MQ8 Sensors	12	1	Sensor Mounts	12	0	Axis IP Cameras	4	1
MCO Hardware – South Terminal Checkpoint	Online QTY	Spares											
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Attachment "A-17"
Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

	<p>- Hardware included:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">MCO Hardware – South Terminal Boarding Gates</th> <th style="text-align: center;">Online QTY</th> </tr> </thead> <tbody> <tr> <td>Dual Lane Gunnebo eGate</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Dual Lane Gunnebo eGate Base Plate</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Triple Lane Gunnebo eGate</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Triple Lane Gunnebo eGate Base Plate</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Spare Kit</td> <td style="text-align: center;">LOT</td> </tr> <tr> <td>Warranty, Support and Maintenance</td> <td style="text-align: center;">35 lanes</td> </tr> </tbody> </table> <p>- Hardware will be owned by GOAA; de-installation costs excluded.</p> <p>- Spare Kit:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Part</th> <th style="text-align: center;">Qty (to cover up to 35 lanes)</th> </tr> </thead> <tbody> <tr><td>BRUSHLESS MOTOR</td><td style="text-align: center;">2</td></tr> <tr><td>ENCODER</td><td style="text-align: center;">2</td></tr> <tr><td>Belt</td><td style="text-align: center;">2</td></tr> <tr><td>GEARBOX</td><td style="text-align: center;">2</td></tr> <tr><td>DRIVE FOR BRUSHLESS MOTOR</td><td style="text-align: center;">3</td></tr> <tr><td>RELAY</td><td style="text-align: center;">3</td></tr> <tr><td>NEP LITE BOARD</td><td style="text-align: center;">2</td></tr> <tr><td>SAFETY DEVICE BOARD</td><td style="text-align: center;">2</td></tr> <tr><td>SITA Glass Wing</td><td style="text-align: center;">3</td></tr> <tr><td>FUSE 3.15A 250 V</td><td style="text-align: center;">10</td></tr> <tr><td>PASSAGE SENSOR RX WITH CONNECTOR</td><td style="text-align: center;">4</td></tr> <tr><td>PASSAGE SENSOR TX WITH CONNECTOR</td><td style="text-align: center;">4</td></tr> <tr><td>SAFETY SENSOR RX WITH CONNECTOR</td><td style="text-align: center;">4</td></tr> <tr><td>SAFETY SENSOR TX WITH CONNECTOR</td><td style="text-align: center;">4</td></tr> <tr><td>SWITCHING PSU</td><td style="text-align: center;">2</td></tr> <tr><td>Access Scanner</td><td style="text-align: center;">2</td></tr> <tr><td>PC IB917</td><td style="text-align: center;">2</td></tr> </tbody> </table> <ul style="list-style-type: none"> o 12 months Hardware Warranty from Final Completion is included o Operations & Support / Maintenance of all new equipment and implemented systems for 12 months from Final Completion 	MCO Hardware – South Terminal Boarding Gates	Online QTY	Dual Lane Gunnebo eGate	10	Dual Lane Gunnebo eGate Base Plate	10	Triple Lane Gunnebo eGate	5	Triple Lane Gunnebo eGate Base Plate	5	Spare Kit	LOT	Warranty, Support and Maintenance	35 lanes	Part	Qty (to cover up to 35 lanes)	BRUSHLESS MOTOR	2	ENCODER	2	Belt	2	GEARBOX	2	DRIVE FOR BRUSHLESS MOTOR	3	RELAY	3	NEP LITE BOARD	2	SAFETY DEVICE BOARD	2	SITA Glass Wing	3	FUSE 3.15A 250 V	10	PASSAGE SENSOR RX WITH CONNECTOR	4	PASSAGE SENSOR TX WITH CONNECTOR	4	SAFETY SENSOR RX WITH CONNECTOR	4	SAFETY SENSOR TX WITH CONNECTOR	4	SWITCHING PSU	2	Access Scanner	2	PC IB917	2
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Attachment "A-17"
Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

Price	Common Use (CUTE) / Common Use Self Service (CUSS)			
	Item	One Time Price	Qty	Total Price
	Common Use (CUTE) / Common Use Self Service (CUSS)			
	SITA S5 CUSS Kiosk including: <ul style="list-style-type: none"> - 1x 19" LCD Touchscreen - 1x IP Power - 1x PC with i7 CPU - 1x 110v UPS - 1x Bar Code Scanner - 1x Boarding Pass Printer - 1x Bag Tag Printer - 1x Verifone Card Reader - 1x Passport Reader - 1x ADA Kit - 1x LED Kit - 1x Stability Plate 	\$14,656.00 each	200	\$2,931,200.00
	SITA S5 CUSS Kiosk Spare kit including: <ul style="list-style-type: none"> - 1x 19" LCD Touchscreen - 1x Verifone Card Reader - 1x IP Power - 1x PC with i7 CPU - 1x Bar Code Scanner - 1x Passport Reader - 1x ADA Kit - 1x Boarding Pass Printer - 1x Bag Tag Printer - 1x LED Kit - Top & Device Boards, Controller, Light bar. 	\$8,879.00	8	\$71,032.00
	SITA CUTE Peripherals			
	Custom TK180-metal	\$898.66	169	\$151,873.54
	Customer TK180-metal RFID	\$1,746.36	169	\$295,134.84
	BTP Paper Roll Holder	\$117.60	169	\$19,874.40
	Honeywell Genesis 7580	\$658.56	104	\$68,490.24
	Access-IS MSR/OCR315e with bracket	\$441.00	177	\$78,057.00
	Access BGR 750: Flat-Bed	\$1,334.76	20	\$26,695.20
	Software Licenses			
	Microsoft Win10 enterprise LTSC 2019	\$390.26	375	\$146,347.50
	Warranty, Support and Maintenance – CUTE and CUSS			
	Hardware Warranty – 12 months from Final Completion	Included	LOT	Included



Attachment "A-17"
Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

	CUPPS Workstation Software / Firmware Licenses and Maintenance (per month)	\$14.22 x 12 months	175	\$29,862.00
	CUSS Freestanding Kiosk Software / Firmware Licenses and Maintenance (per month)	\$14.22 x 12 months	200	\$34,128.00
	SITA Professional Services			
	Project Engineer (Labor Services + Travel), hours shown. - Remote SITA Project Manager (manage project schedule, provide documentation and as builds, coordinate subcontractors)	\$175.00 p/h	138 hrs.	\$24,150.00
	Project Engineer (Labor Services + Travel), hours shown. - Onsite SITA Project Manager (oversee onsite installation, attend customer and construction mtgs, assist with training and airline agent familiarity)	\$216.75 p/h	202 hrs.	\$43,783.50
	3 rd party Contractor: Implementation Phase Project Manager, Full time onsite, for 10 months, covering the period of August 2021 through May 2022 (includes all travel & expenses)	\$388,000.00	1	\$388,000.00
	Installation/Integration Engineer (Labor Services), hours shown - Remote SITA Implementation engineers (as builds, documentation, remote config)	\$151.00 p/h	71 hrs.	\$10,721.00
	Installation/Integration Engineer (Labor + Travel), hours shown - Onsite SITA Implementation engineers (software application, imaging, testing, provide advanced training, setup and configure airline applications)	\$192.75 p/h	73 hrs.	\$14,070.75
	Project Analyst (Labor Services), hours shown - Remote SITA Project Coordinator (assist with project controls, purchase order and logistics tracking of	\$ 40.71 p/h	322 hrs.	\$13,108.62



Attachment "A-17"
Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

hardware, coordinate transition to steady state operations, assist with project documentation and submittals)			
Logistics. SITA will have to move equipment between the STC storage and the terminal. This includes transportation and logistics costs for a vehicle.	\$46,206.00	1	\$46,206.00
Operations Administrator – Project implementation	\$14,841.82/month	10 months	\$148,418.20
Operations Service Technician – Project Implementation	\$40.71 p/h	1760 hrs.	\$71,649.60
Subtotal (bonding excluded)			\$4,612,802.39

Queue Management System

Item	One Time Price	Qty	Total Price
Queue Management System			
Professional Services	\$47,854.00	Lot	\$47,854.00
System and Support			
<ul style="list-style-type: none"> - 12 x liDAR MQ8 Sensors - 12 x Sensor Mounts - 4 x Axis IP Cameras - Spare Kit (1 liDAR MQ8 Sensor and 1 Axis IP Camera) - 12 months Software subscription and remote support fees. Additional checkpoint Annual Fee. 	\$245,911.00	Lot	\$245,911.00
Subtotal (bonding excluded)			\$293,765.00



Attachment "A-17"
Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

SITA SmartPath Biometric eGate			
Item	One Time Price	Qty	Total Price
Hardware & Software: SITA SmartPath Biometric eGate			
Dual Lane Gunnebo e-Gate, includes: - 1 Standard and 1 ADA lane configuration - 2 SITA FaceCameras - 2 SITA PaxScreens - 2 PC with i7 - 2 MS Win10 LTSB License - 2 Airsphere Licenses - 2 Aware Licenses - No receipt printer	\$74,099.94 each	10	\$740,999.40
Base Plate – Dual Lane	\$2,096.85	10	\$20,968.50
Triple Lane Gunnebo e-Gate, includes: - 2 Standard and 1 ADA lane configuration - 3 SITA FaceCameras - 3 SITA PaxScreens - 3 PC with i7 - 3 MS Win10 LTSB License - 3 Airsphere Licenses - 3 Aware Licenses - No receipt printer	\$107,851.06 each	5	\$539,255.30
Base Plate – Triple Lane	\$3,013.93	5	\$15,069.65
Spares Kit (covers both dual and triple lanes)	\$39,668.00	1	\$39,668.00
Warranty, Support and Maintenance			
Hardware Warranty – 12 months from Final Completion	Included	LOT	Included
3 rd party charges beginning at installation through Final Completion (6 months of anticipated charges)	\$2,994.05	6	\$17,964.30
SmartPath Biometric Self Boarding Gate Software / Firmware License and maintenance per lane (per month) – for Dual Lanes (beginning at Final Completion for 12 months)	\$321.49 x 12 months	20	\$77,157.60



Attachment "A-17"
Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

	SmartPath Biometric Self Boarding Gate Software / Firmware License and maintenance per lane (per month) - for Triple Lanes (beginning at Final Completion for 12 months)	\$321.49 x 12 months	15	\$57,868.20
SITA Professional Services				
	Project Engineer (Labor Services), hours shown - Remote SITA Project Manager (manage project schedule, provide documentation and as builds, coordinate subcontractors)	\$175.00 p/h	56 hrs.	\$9,800.00
	Project Engineer (Labor Services + Travel), hours shown - Onsite SITA Project Manager (oversee onsite installation, attend customer and construction mtgs, assist with training and airline agent familiarity)	\$216.75 p/h	82 hrs.	\$17,773.50
	3 rd party Contractor: Implementation Phase Project Manager, Full time onsite, for 10 months, covering the period of August 2021 through May 2022 (includes all travel & expenses)	\$166,286.00	1	\$166,286.00
	Installation/Integration Engineer (Labor Services), hours shown - Remote SITA Implementation engineers (as builds, documentation, remote config)	\$151.00 p/h	12 hrs.	\$1,812.00
	Installation/Integration Engineer (Labor + Travel), hours shown - Onsite SITA Implementation engineers (software application, imaging, testing, provide advanced training, setup and configure airline applications)	\$192.75 p/h	86 hrs.	\$16,576.50
	Project Analyst (Labor Services), hours shown - Remote SITA Project Coordinator (assist with project controls, purchase order and logistics tracking of hardware, coordinate	\$40.71 p/h	192 hrs.	\$7,816.32



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Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

	transition to steady state operations, assist with project documentation and submittals)			
	SITA subcontractor to perform onsite unboxing and physical installation of eGates and trash disposal	\$32,012.00	1	\$32,012.00
	DDP (delivery duty paid) charges included. Includes Sea freight, Duty, MFP and HMF charges.			Included
Subtotal (bonding excluded)				\$1,761,027.27
 Summary of Charges				
Summary of Charges				
Common Use (CUTE) / Common Use Self Service (CUSS)		\$4,612,802.39		
Queue Management System		\$293,765.00		
SITA SmartPath Biometric eGate		\$1,761,027.27		
SUB TOTAL		\$6,667,594.66		
100% Performance Bonds – 2.0% of sub total		\$133,351.89		
Grand TOTAL		\$6,800,946.56		
 ALLOWANCE				
ALLOWANCE				
SITA SmartPath Biometric eGate Potential Import Tariff Cost. SITA SmartPath Biometric eGate import tariff costs are only allowed based on SITA provided import documentation and GOAA verification and approval of fund release.			\$260,000.00	
Payment Terms	<p>PAYMENT TERMS/SCHEDULE: Payment terms are per the SITA-GOAA Agreement. SITA and GOAA will agree on payment milestone for each solution package.</p> <p>In the event of early termination of the Agreement, termination charges may apply in accordance with the SITA-GOAA Agreement.</p>			



Attachment "A-17"
Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

Project Assumptions	<p>In the event of conflict between this quote document and the Amendment 17 SOW Preamble, the Amendment 17 SOW Preamble prevails.</p> <p>All systems are assumed to be implemented on a WIN10 operating system, which is pending implementation at MCO as of 04Feb2021.</p> <p>All de-installation costs are excluded.</p> <p>Power and data cabling to be provided by others.</p> <p>All of SITA's existing core infrastructure provided to GOAA as of Jan 1, 2021 (or updated thereafter), must remain in place during the entire period of this project and Warranty Period and through the O&M term. SITA's existing support staff as of Jan 1, 2021 must also remain in place as this, along with maintaining the continuation of the existing core infrastructure, are key dependencies SITA has used to provide the above price proposal. Changes or disruptions to these existing services may cause revised changes to the solution and/or price in accordance with the GOAA-SITA Agreement.</p> <p>Hardware will be ordered upon receipt of Purchase Order from GOAA. Work is assumed to take place during normal business hours.</p> <p>Subject to providing the existing Terms and Conditions in current CUPPS agreement.</p> <p>The Warranty Period for all new equipment and implemented systems for 12 months from Final Completion (estimated to begin May 2022 and continue through May 2023).</p> <p><u>SITA CUTE/CUSS specific assumptions:</u></p> <p>SITA has provided GOAA with a one-time discount on the CUTE peripherals under the assumption that the total quantity requested will not be reduced more than 20%.</p> <p>Due to the logistics effort required for the movement of equipment between storage and the terminal, a budget has been allocated for the implementation engineers to tackle this activity separate as a work task including rental of equipment as needed. Assuming the project or GOAA provides alternate logistics or can undertake the task, SITA will adjust the scope in conjunction with the GOAA AAR (Authorized Authority Representative).</p> <p><u>SITA SmartPath Biometric eGate specific assumptions:</u></p> <p>SITA's quote includes shipping, customs and import charges, which were calculated in Q2 2019 based upon historical data and the import information available at that time. In late 2019, SITA was made aware from our Logistics partner, Kuehne+Nagel, that some equipment imported into the US from China would be subject to an additional 25% tariff rate under Section 301 China's Acts, Policies, and Practices Related to Technology Transfer, Intellectual Property, and Innovation Docket.</p> <p>The potential import cost, should the 25% tariff be imposed, could be approx: \$230k - \$260k.</p> <p>This tariff cost is currently not included in this quote. The actual tariff/import/customs/duty charges (beyond the 2.5% duty fee which is included above) will be invoiced to GOAA based upon the actual cost plus a 5% administrative fee. All supporting paperwork will be provided to GOAA at that time.</p>
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Purchase of South Terminal Complex Equipment, Software and Services



PRICING QUOTE (continued)

	<p>GOAA to provide work lift and operator to unload gates from trucks and store in the GOAA provided storage.</p> <p>GOAA to provide enough space for gate storage and installation, approximately 450 sq feet of storage space is required for Biometric eGates.</p> <p>EGates camera performance is dependent on environment lighting conditions, if there is sun glare to the camera, anti-glare to be installed by GOAA on windows to block direct sun glare.</p> <p>Physical installation of Biometric Self Boarding Gates is covered by a SITA Contractor and included in this Quotation. Software configuration is covered by a SITA engineer who will perform activities onsite, supplemented by an onsite SITA technician for software support. If after-hours support is required, an amendment will be executed between GOAA and SITA.</p>
Contact	<p>Jennifer Shaw, Account Director 678-823-3544 / Jennifer.Shaw@sita.aero</p>



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South Terminal Complex Statement of Work

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1.0 INTRODUCTION

The purpose of this preamble is to provide the following:

- a. A program overview of the Authority South Terminal Complex (STC) program.
- b. An overview of the systems, products, and services provided by SITA for the South Terminal Complex.
- c. A catalog of included Statement of Work specifications, division requirements, and associated drawings.
- d. Maintenance and final systems acceptance testing.
- e. Substantial completion.
- f. Final completion.

2.0 STC PROGRAM OVERVIEW

2.1 Construction Program

The STC program is a large-scale construction program to design, build and commission the new South Terminal C. The program design has been completed and is currently well into the build (construction) phase.

2.2 Schedule

The current schedule has a Substantial Completion date at the end of February 2022.

2.3 Construction Prime Contractors and Others

- a. There are three (3) prime contractors performing the construction work for the STC:
 - 1. Landside Contractor: Turner/Kiewit (TK) Joint Venture (CMAR).
 - 2. Airside Contractor: Hensel Phelps (HP) (CMAR).
 - 3. Baggage Handling: Vanderlande International (DBOM Contractor).
- b. In addition, the following contractors and roles are pertinent to SITA performance of work:
 - 1. Low Voltage Contractor (TC): MC Dean, holds the contracts for both TK and HP for all STC systems work.

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South Terminal Complex Statement of Work

2. Technical Project Manager (TPM) – this role is performed by TSAV, they work with both contractors together in delivering complete systems across Landside and Airside.
- c. SITA is required to coordinate their work with the three (3) prime contractors and TPM performing the construction work for the STC.
- d. The Authority will notify SITA of additional prime contractors that may be performing the construction work for the STC.

2.4 Program Team Acronym and Roles

Below is a listing of some of the significant acronyms and roles of the program team.

- a. Architect of Record: HNTB.
- b. CMARS: The Landside and Airside contractors are also referred to as the “CMARS” - Construction Managers At Risk.
- c. DBOM: The design build operate maintain contractors.
- d. OAR: “Owner Authorized Representative”, they report to the Authority’s Engineering and Planning department and are under contract to provide program and project management services on behalf of the Authority.
- e. Systems Designer: Burns Engineering.
- f. TPM: “Technical Project Manager”, performed by TSAV, subcontractor to the CMAR’s. They coordinate and ensure synchronization of all systems construction across/between airside and landside. Detailed responsibilities are described in the specification documents.
- g. LC: Low Voltage Contractor (MC Dean), performs all HP and TK systems related work on the STC.
- h. Owner / Authority: Greater Orlando Aviation Authority.
- i. Authority Vendor / Contractor: SITA INFORMATION NETWORKING COMPUTING USA, INC. (“SITA”).

3.0 STC STATEMENT OF WORK OVERVIEW

3.1 End to End Solution Provided by SITA

- a. SITA will provide the Authority an “end-to-end”, comprehensive and complete solution.
- b. The solution products, services, and labor includes but not limited to the following:
 1. A dedicated SITA implementation project manager, onsite as required by the Authority and mutually agreed with SITA.
 - i. A dedicated project manager, including travel to site 2x/month starting April 1, 2021, or as approved between the parties, then fulltime onsite starting two (2) weeks before the first SITA installation begins.
 - ii. Onsite period is from August 1, 2021 to May 31, 2022, or as determined by the project schedule. If it is determined that onsite personnel timeframe is longer than ten (10) months, a month to month schedule will be implemented based on the pricing as agreed between the parties as incorporated by an executed amendment.

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South Terminal Complex Statement of Work

- iii. Completion of this service shall be May 31, 2022, or as determined by the project schedule.
2. Technical support staff (SITA).
 - i. Two (2) technical support staff (SITA) onsite period, for the full life cycle of the project, from installation, through End User Testing and until Final Completion has been achieved.
 - a) System Administrator, in addition to the current North Terminal Complex System Administrator.
 - b) Technician
 - ii. Onsite period is from August 1, 2021 to May 31, 2022, or as determined by the project schedule. If it is determined that onsite personnel timeframe is longer than ten (10) months, a month to month schedule will be implemented based on the pricing as agreed between the parties as incorporated by an executed amendment.
 - iii. System Administrator and Technician positions are intended to transition into the continuing Authority's STC Operations and Maintenance team.
3. Other support staff (SITA and sub-contractors) as SITA requires.
 - i. Support staff (both SITA and sub-contractor) as required to deliver the SITA Systems.
 - ii. This includes onsite travel and work, and remote work as deemed necessary by SITA.
4. Products and Equipment.
 - i. SITA will provide a comprehensive detailed equipment list to be based on the Authority's counts as provided in Section 3.2.a., Exhibit A - Authority Equipment Count.
 - ii. This list, organized by system, will include number of units in the base count, manufacturer, model, version, software license count, including typical lead types for each.
 - iii. SITA will provide standard configurations as the drawings and specifications require
5. eGate Software.
 - i. All SITA provided software is provided to and procured in the name of the Authority pursuant to a non-transferrable, non-exclusive, royalty-free license to access and use solely for the purposes intended herein.
 - ii. SITA will not provide source code.
 - iii. Upgrades will be made available during the warranty provided Authority's related systems are compatible and providing such does not create a cost differential from the costs as provided herein.
 - iv. Patches will be deployed in accordance with SITA's policies.
6. Hardware.
 - i. If later models of functionally equivalent hardware are commercially available at the time when the hardware to be provided by SITA as stated herein is to be purchased, SITA will use best efforts to provide the option to utilize and will

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South Terminal Complex Statement of Work

advise if there is a cost differential or if such later model would affect system design or architecture so as to cause a cost differential for Authority.

- ii. The parties will make a determination of usage of models based on these considerations.
- 7. Sub-contractor support.
- 8. Planning, coordination with other contractors and STC systems team as it relates to SITA's scope of work.
- 9. Developing the final SITA systems designs and related documentation (refer to Division 1). Note the civil, electrical and network designs are 100% complete, and included for reference in the attachments.
- 10. Implementation, installation, configuration, and requisition of all required service and products.
- 11. Testing and commissioning.
- 12. Authority staff training and familiarization of the systems.

3.2 Authority Equipment Count

- a. Exhibit A - Authority Equipment Count, includes a summary of the total required equipment quantities and the responsible procurement party (whether SITA, the Authority, or others).
- b. SITA will utilize the quantities listed in Exhibit A – Authority Equipment Count, to provide a fully functional system which substantially meets the Specifications referenced below in Section 3.3. While sub-components of the overall system may not be listed, SITA will provide the hardware and software components necessary to ensure the systems meet the Specifications and operate in substantially the same or similar manner in which SITA currently provides at the other areas of the airport. As an example, the Biometric eGates listed in Exhibit A – Authority Equipment Count, does not delineate each sub-component of the eGate (ie: door, PC, camera, cables, scanner, etc.), however, SITA will provide the eGate with the internal components necessary to create an operational system.

3.3 Statement of Work Specifications

- a. The Statement of Work specification/requirements included are as follows:
Scope specifically stated under the “Authority Vendor” apply to SITA.
 - 1. 27 05 00 – Common Work Elements for Communications
 - 2. 27 10 40 – Queue Management System
 - 3. 27 20 00 – Common Use Systems
 - i. Subsections 1.5.C.3 and 1.5.C.4, Common Use Self-Service Bag Drop System and Common Use Self-Service Boarding Control System are excluded.
 - 4. 27 24 00 – Electronic Gate Systems
 - i. SITA will provide the “Type A Passenger Self Boarding Gate” as referenced in Specification 27 24 00 Electronic Gate Systems.
- b. Additional specification/requirements included for reference are as follows:
 - 1. 27 10 00 – Premise Distribution Systems

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South Terminal Complex Statement of Work

2. 27 10 05 - Passive Optical Network
3. 27 10 10 – Voice Over IP Telephone System
4. 27 25 16 – Integrated Airport Management System

3.4 Division Requirements

- a. Division 01 – General Requirements.
 1. SITA will follow the guidelines in Division 01 – General Requirements to the extent that they are applicable and within SITA's scope.
- b. Division 26 – Electrical Requirements.
 1. These are not requirements for SITA.
 2. This division requirement serves as basis for understanding of the critical coordination required between SITA and the electrical contractor.

3.5 STC Drawings

STC civil, electrical, network, etc. drawings will be provided to SITA during the project by the Authority and are not directly attached to the Amendment.

3.6 ADA Regulations

- a. Conformance to ADA regulations across all systems is required.
- b. If a non-compliant design specification is identified, SITA will immediately inform the pertinent OAR of the issue for resolution.

3.7 Software Version Management

- a. Software version management across all systems is required. This includes applications, operating software, utilities, and other software required for operating the systems.
- b. The versions of software shall be consistent within the STC, and the STC systems software versions shall match those in the North Terminal. Coordination with the Authority's IT is required.

3.8 Assumptions and Excluded Work

The following are assumptions and exclusions related to this Statement of Work.

- a. The SITA/Com-Net electronic displays systems are specifically excluded from this Statement of Work.
- b. Raceway, cabling, network infrastructure cabling, housings, and power connectivity to final equipment location is excluded and assumed to be provided by others.
- c. Submittals in any other formats besides Microsoft or PDF formats is excluded.
- d. All passive optical splitters, fiber optic cables, copper cables, and patch cables are excluded.
- e. Queue Management System sensor and camera physical installation will be done by others; power and network to be provided and installed by others.

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South Terminal Complex Statement of Work

- f. Physical and logical network connection to end user common use workstations, cameras, and sensors are excluded and to be provided by others.
- g. All interfaces and integrations currently provided for the North Terminal between SITA's systems and 3rd party system will remain the same. No new interfaces or integrations are included in the scope. Airline(s) will be configured to use the South Terminal Biometric Self Boarding Gates in the same way they were setup/configured to use the Biometric Self Boarding Gate at the North Terminal. If any new airlines opt in to use biometric exit as a 2-step process this will be provided at no additional cost. If any airline requires any development/integration work from SITA for a 1 step process the airline will be charged for the development.
- h. The new South Terminal Queue Management System in the South Terminal will interface with the same 3rd parties as currently configured in the North Terminal.
- i. Millwork and core drilling are excluded.
- j. Installation work will be done during normal business hours.
- k. Hardware will be owned by GOAA; de-installation costs are excluded.
- l. Devices for printing seat assignment changes are excluded in the Passenger Self Boarding Gate.
- m. Mounting bases are included as part of the Passenger Self Boarding Gate to avoid any physical drilling or coring of the units.
- n. Customer to provide garbage bins to collect garbage and recycling during construction.
- o. Price excludes the cost of the potential tariff charge imposed for equipment imported into the US from China, which would be subject to an additional 25% tariff rate under Section 301 China's Acts, Policies, and Practices Related to Technology Transfer, Intellectual Property, and Innovation Docket.
- p. The previously deployed core infrastructure and core infrastructure currently in use as of January 1, 2021, along with any existing SITA technicians and staff being provided under Amendment 16, are key dependencies for SITA to implement the systems described herein for the South Terminal Complex. The core infrastructure includes any SITA CUPPS and SmartPath biometric servers, network configurations or external services, and any other SITA systems deployed to support other SITA systems in use elsewhere at MCO. The previously deployed and currently in-use infrastructure and SITA staff must remain in place during throughout the term of this Amendment. Should any of these conditions change, SITA reserves the right to change its proposed solution and following such change, propose a change in the price reflected in the Amendment 17 Section 2 Compensation section.
- q. Physical installation and mounting of any QMS devices are excluded from SITA's scope.

3.9 Equipment Storage

- a. The Authority OAR's will provide an equipment storage location as required to support the installation.
- b. Provided storage locations will have adequate power, internet, and common use network connections to support equipment staging, otherwise staging locations with the same facility will be provided by Authority.
- c. Any permission required to access storage locations will be facilitated by Authority. This includes work at storage locations and work to move equipment from storage locations to terminal for final installation.

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South Terminal Complex Statement of Work

3.10 Reporting

- a. SITA will provide Authority a monthly service labor hour report details to be determined by the project managers.
- b. SITA will provide Authority a weekly schedule update report details to be determined by the project managers.

4.0 WARRANTY, MAINTENANCE AND FINAL SYSTEMS ACCEPTANCE TESTING

4.1 Warranty and Maintenance Period Commencement

The warranty and maintenance (Operations and Maintenance – O&M) period commences on the date of Final Completion, for twelve (12) months, for all systems implemented. Warranty does not include damage caused by third-parties or Authority.

4.2 Final Systems Acceptance Testing

- a. SITA shall provide Final Systems Acceptance (FSA) testing for all SITA systems provided for under this scope. The FSA includes both End User Testing (EUT) and Integration Testing for those systems utilizing existing system head-ends, as well as new systems. Each device within a system will be tested for operability, functionality, and integration within a system, and between systems. Functionality of all SITA systems will at a minimum equal the, then current operational systems, or in the case of replacement systems (e.g. QMS), the functionality will equal that of the previous system. Within ninety (90) calendar days of execution of this Amendment, SITA shall provide to the Authority a detailed draft test plan, including tests scripts, the Authority /other support required for the testing, testing staffing plan (with specific staff, by name and assignments, the Authority, and TPM staffing requirements), proposed testing schedule and any other pertinent information. The Authority will review the draft Test Plan and begin an iterative process with SITA to realize a final, approved testing plan.
- b. Backup, restore, and recovery procedures and processes will be in-place and tested.
- c. SITA shall commence the FSA a minimum of ninety (90) calendar days prior to the scheduled STC Substantial Completion date.

5.0 SUBSTANTIAL COMPLETION

- a. The Substantial Completion date is the point at which, as certified in writing by SITA and agreed to by the Owner, OAR and Designer that the Work is at the level of completion and in conformance with the requirements of the Contract Documents, where:
 1. The Owner has received all required warranties (draft form), Operation & Maintenance Manuals, As-built drawings and other documentation required by the Contract Documents;
 2. The Owner and SITA will have completed user and administrator training, End User Testing, and end to end testing;
 3. The Owner and SITA will have verified server, database, and storage system test and production environments are stable and documented. Backup, restore, and

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recovery procedures and processes are in-place and tested; and,

4. The Owner will have complete use or occupancy and may use, operate, and maintain the Work in all respects, for its intended purpose and without undue interference by SITA's Final Completion efforts.
- b. When SITA considers that the Work or designated portion thereof is close to being Substantially Complete, SITA shall prepare and submit to the OAR a comprehensive punch list of items to be completed or corrected and the schedule to complete each item. The punch list shall be transmitted to the OAR a minimum of five (5) business days prior to SITA's anticipated date of achieving Substantial Completion. SITA shall proceed promptly to complete and correct items on the list. Failure to include an item on the punch list does not alter the responsibility of SITA to complete all Work in accordance with the requirements of the Contract Documents.
- c. Upon notice to the OAR by SITA that its punch list has been completed and the Work is ready for the Substantial Completion Inspection, the OAR will conduct a preliminary inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the OAR's preliminary inspection discloses any item that is not in accordance with the requirements of the Contract Documents, whether or not included on SITA's punch list, the OAR shall so notify SITA and SITA shall add the items to its punch list. SITA shall proceed to complete or correct every item on the revised punch list and request re-inspection from the OAR. If the OAR determines that the Work is ready, the Substantial Completion Inspection will be scheduled at a minimum of three (3) business days after the OAR's preliminary inspection.
- d. The OAR, the Designer and others, during the Substantial Completion Inspection, will prepare the Owner's preliminary Substantial Completion punch list of all remaining work to be completed or corrected. The OAR shall combine the items from all parties into one Substantial Completion punch list. Failure to include an item on the Substantial Completion punch list does not alter the responsibility of SITA to complete all Work in accordance with the requirements of the Contract Documents. The OAR shall distribute the Substantial Completion punch list to SITA within a maximum of fifteen (15) business days after the date of Substantial Completion. All items on the Substantial Completion punch list must be completed prior to the date of Final Completion.
- e. When the Work or designated portion thereof is Substantially Complete, the OAR shall prepare a Certificate of Substantial Completion signed by the OAR and Designer which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor for security, maintenance, operations, cleaning and housekeeping, heating and cooling, utilities, damage to the Work and insurance, and shall fix the time within which SITA shall finish all items on the combined punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to SITA for appropriate acceptance and signature. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Contract Documents.

6.0 FINAL COMPLETION AND FINAL PAYMENT

- a. Final completion shall be achieved by SITA within sixty (60) days of Substantial Completion unless otherwise required in the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application

Attachment B-17
South Terminal Complex Statement of Work

for Payment, the Designer and OAR will promptly make such inspection with SITA and, when the Designer and OAR find the Work acceptable under the Contract Documents and the Contract fully performed, including the delivery of all close-out documentation required in Section 6.0.b. below, the OAR will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of the OAR's observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the amount noted in the final Certificate for Payment has been earned, subject to the Owner's claims, Liquidated Damages, or back charges, if any. The OAR's execution of the final Certificate for Payment will constitute a further representation that the conditions precedent to SITA's being entitled to final payment have been fulfilled.

- b. Neither final payment nor final retainage shall become due until SITA submits to the OAR all close-out documentation, which is defined as all of the following: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner; (3) a written statement that SITA knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner; (6) all required As-built Drawings, operating and maintenance instructions and manuals, and acceptable warranty/guaranty documents; (7) Subcontractor Final Release Forms; and (8) Final Release Form. If SITA or a SITA Subcontractor refuses to furnish the release required by the Owner, the Owner may retain all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees. However, the Owner may elect not to retain any monies if SITA certifies that it is proceeding diligently and in good faith to resolve its dispute with its Subcontractor in accordance with their subcontract Dispute Resolution Process and SITA's Surety consents to the Owner's payment to SITA despite such claim.
- c. Acceptance of final payment shall constitute a waiver of all claims by SITA, Subcontractor or Supplier, except those Claims previously made in accordance with the Contract and identified by SITA as unsettled on the final Application for Payment.

Exhibit A - Authority Equipment Count

Summary of SITA Project device count for South Terminal Complex (STC)**As of Date : February 19, 2021**

Common Use Device types		Counts as of Feb 2021	Notes / Comments
Customer Self-Service Kiosk (CUSS)			
Ticketing, Free Standing (TF)		200	
CUSS Kits		8	
<u>Total CUSS</u>		<u>200</u>	
CUPPS Workstations by type			
Gate Podium (GP)		15	
Gate Counter (GC)		40	
Airline Back Office (BO)		6	
Baggage Service Office (BS)		8	
Check-In Counter (CC)		100	
Recheck Counter (RC)		6	
<u>Total CUPPS workstations</u>		<u>175</u>	See CUPPS & CUSS Device list details (pg. 2)
Biometric E-Gates			
	Count	Lanes	
Type 1 (3 Lanes - ADA on Right)	3	9	15 Exit Gates with 2 OR 3 lanes configuration total 35 lanes
Type 2 (3 Lanes - ADA on Left)	2	6	
Type 3 (2 Lanes - ADA on Right)	1	2	
Type 4 (2 Lanes - ADA on Left)	9	18	
Biometric Spare kit to cover 35 lanes	1		
<u>Total Lane Count</u>		<u>35</u>	See Biometric E- Gate details (pg. 3)
Queue Management System - Queue Analyzer			
		counts	
liDAR M8 Sensors		12	SITA will provide all edge devices including brackets and mounts for installation by CMAR
Sensor Mount		12	
Axis IP Cameras with mounts		4	
QMS Spare kit (includes 1 liDAR M8 sensor +1 Axis IP Camera)		1	

Exhibit A - Authority Equipment Count

South Terminal Complex (STC) CUPPS & CUSS Device Count

CUPPS / CUSS	Equipment Code	Name	Model #	Processing Sub Systems Counts								A	Count	Spares	Total
				BO	BS	CC	GC	GP	RC	TF					
GOAA Provide	WKS	Workstation	HP 800 G4 Mini (PC) or better	6	8	100	40	15	6			175	11	186	
GOAA Provide	DD	Display Device	Viewsonic 22 Inches	6	8	100	40	15	6			175	11	186	
GOAA Provide	KBD	Standard Keyboard & Mouse	HP Standard Wired	6	8	100	40	15	6			175	11	186	
SITA provide	OS	Win 10 KMS licences	Windows 10 LTSC licences (KMS host)	6	8	100	40	15	6	200		375	0	375	
SITA provide	BPP	Boarding Pass Printer	Custom TK180-metal			100	40	15	6			161	8	169	
SITA provide	BTP	RFID Baggage Tag Printer	Customer TK180-metal RFID			100	40	15	6			161	8	169	
SITA Provide	BTP-H	BTP Paper Holder	BTP Paper Roll Holder			100	40	15	6			161	8	169	
SITA Provide	BCR	Barcode Reader	Honeywell Genesis 7580			100						100	4	104	
SITA Provide	MSR/OCR	Magnetic Stripe/ Optical Character Reader	Access-IS MSR/OCR315e with bracket		8	100	40	15	6			169	8	177	
GOAA Provide	GPP	General Purpose Printer	HP M506	6	8		15					29	5	34	
GOAA Provide	USB	4 Port USB to Serial RS232 Adapter	StartTech ICUUSB23241					20				20	5	25	
GOAA Provide	RJ45	RJ45 Modular Adapter	DB9M/RJ-24 Modular Adapter					80				80	10	90	
SITA Provide	BGR	Boarding Gate Reader	Access BGR 750: Flat-Bed					15				15	5	20	
SITA Provide	S5	Freestanding Kiosk	SITA S5 Kiosk							200		200		200	
SITA Provide	S5	Freestanding Kiosk	SITA S5 Kiosk spare parts Kit										8	8	
GOAA Provide			USB 10 ft cable for Custom TK-180 ****									366	24	390	
			MISC												
CMAR Provide		Patch cable	Cat6 Patch Cables various lengths estimated **												
			20 ft cat 6 patch cable											80	
			15 ft cat 6 patch cable											100	
			10 ft cat 6 patch cable											350	
			7 ft cat 6 patch cable											200	

Common Use Systems 27 20 00 -

Horizontal Cable: The Contractor shall furnish and install all horizontal cabling and associated raceways/pathways, boxes, fittings and appurtenances. Includes passive optical splitters, fiber optic cabling and hybrid copper/fiber cabling to support ONTs. Furnish all patch cables for connection of field devices at outlets and in communications spaces (IDFs/MDF) for installation by the GOAA Authority Vendor.

Provide patch panel port information to the Authority to perform patching in communications spaces (IDFs/MDF).

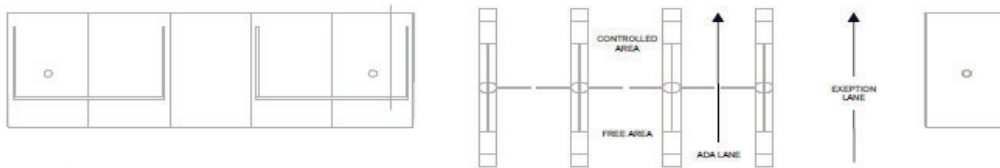
Exhibit A - Authority Equipment Count

Biometric E-GATES

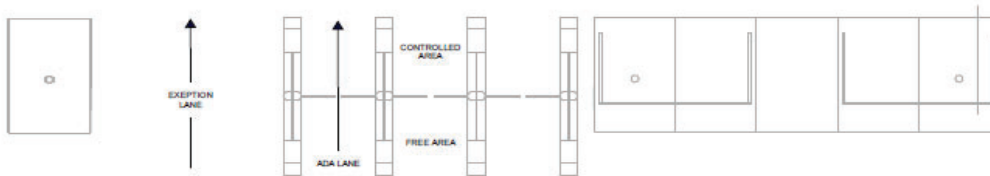
Gate Number	Gate Type	SITA Cutsheet	Configuration	Number of Lanes	Area
240	1	GEC00029034	ADA on Right	3	18
241	1	GEC00029034	ADA on Right	3	18
242	3	GEC00029036	ADA on Right	2	19
243	4	GEC00029033	ADA on Left	2	20
244	1	GEC00029034	ADA on Right	3	20
245	2	GEC00043554-A	ADA on Left	3	21
238	2	GEC00043554-A	ADA on Left	3	27
237	4	GEC00029033	ADA on Left	2	28
236	4	GEC00029033	ADA on Left	2	29
235	4	GEC00029033	ADA on Left	2	30
234	4	GEC00029033	ADA on Left	2	30
233	4	GEC00029033	ADA on Left	2 <td 31	
232	4	GEC00029033	ADA on Left	2	32
231	4	GEC00029033	ADA on Left	2	33
230	4	GEC00029033	ADA on Left	2	33

15

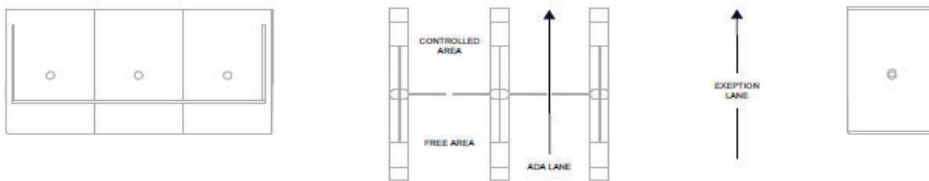
35



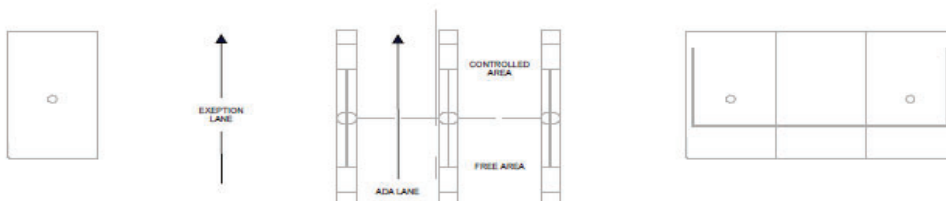
E-GATE TYPE 1



E-GATE TYPE 2



E-GATE TYPE 3



E-GATE TYPE 4

Performance Bond No.: _____

Performance Bond Expiration Date: _____

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that _____, hereinafter called Principal, and

_____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Authority, in the Penal Sum of MILLION EIGHT HUNDRED THOUSAND NINE HUNDRED FORTY-SIX AND 56/100 DOLLARS (\$6,800,946.56), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Authority for Purchasing (Bid/Proposal) 02-11, Common Use Passenger Processing System (CUPPS) and Common Use Self Service (CUSS) Operations and Maintenance Services, at Orlando International Airport, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

WHEREAS, the parties agree this performance bond is for the South Terminal Complex project, a part of the Purchasing (Bid/Proposal) 02-11, Common Use Passenger Processing System (CUPPS) and Common Use Self Service (CUSS) Operations and Maintenance Services, at Orlando International Airport.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees including any attorney's fees, costs, and expenses for and in connection with all trial and appellate proceedings, that Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) including any attorney's fees, costs, and expenses for and in connection with all trial, appellate and bankruptcy proceedings, that the Authority sustains resulting directly

and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, all reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs, including any attorney's fees, costs, and expenses for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Principal (Name of Contractor)

Witness

By: _____
(Signature)

Witness

(Seal)

Its: _____
(Title)

Name of Surety

Witness

By: _____
(Signature)

Witness

Its: _____
(Title)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

(Countersignature by
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

IMPORTANT: Surety companies executing bonds must meet the requirements set forth in Section 6.7 of the Contract's General Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that _____ who signed the said Bond(s) on behalf of the Principal was then _____ of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

Secretary

(Corporate Seal)

Attach a copy of the Authority's form of Certificate of Insurance or a copy of Declarations Page(s) from Insurance Policy and/or Policy Binder indicating that Contractor has obtained all insurance required by the Contract Documents.