

**AMENDMENT NO. 1**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY  
AND  
GCR INC. dba CIVIX**

**TO**

**AIRPORT SAFETY AND OPERATIONS COMPLIANCE SYSTEM (ASOCS)  
SOFTWARE MAINTENANCE AGREEMENT**

**THIS AMENDMENT NO. 1** made and entered into as of the 31<sup>st</sup> day of December, 2020, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **GCR INC. dba CIVIX**, formerly known as GCR, Inc. (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, by Maintenance Agreement dated April 8, 2014, Contractor agreed to provide Airport Operation Activity & Reporting System maintenance services at Orlando International to assure that all aspects of the Contractor provided Airport Operational Logging software service are kept uninterrupted and always available 24 hours a day, 7 days a week; and,

**WHEREAS**, the Authority desires and the Contractor agrees to add a five (5) year renewal term with additional renewal periods of one (1) year each thereafter;

**WHEREAS**, the Authority desires and the Contractor agrees to modify Supplement A Coverage of Maintenance Agreement to update coverage and pricing;

**WHEREAS**, the Authority desires and the Contractor agrees to include Authority termination for convenience; and,

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

**1. Renewal Term of Agreement.** The term of the Agreement shall be, and hereby is renewed and extended for a period of five (5) years, commencing effective as of January 1, 2021 and expiring December 31, 2025.

**2. Compensation.** Authority shall pay to the Contractor during the first (1<sup>st</sup>) renewal option of the Agreement, upon satisfactory completion of the work required by the provisions of the Agreement, the annual prices as shown in Attachment "A-1", 1<sup>st</sup> Renewal Option Pricing to this Amendment. Compensation shall be paid pursuant to the terms and conditions of the Agreement.

**3. Termination for Convenience.** This Agreement may be terminated by the Authority for convenience by giving the Contractor thirty (30) days written notice before the end of the then current annual term.

**4. Supplement A Coverage of Maintenance Agreement.** Supplement A Coverage of Maintenance Agreement is to be replaced in its entirety with Supplement A Revision 1 Coverage of Maintenance Agreement, attached hereto and incorporated herein, to update coverage and pricing.

5. **Suit/Proceedings**. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the License 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. **Whistle Blower Reporting Line**. The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: [GOAA@integritycounts.ca](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://www.integritycounts.ca/org/GOAA). The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

8. **Continuing Effect of License Provisions**. Except as amended by this Amendment No. 1, the License shall continue in full force and effect in accordance with its terms and conditions.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 of the Airport Safety and Operations Compliance System (ASOCS) Software Maintenance Agreement to be duly executed as of the date and year first above written.

ATTEST:

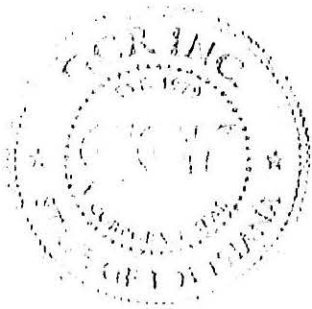
  
\_\_\_\_\_  
Assistant Secretary

[Official Seal]

ATTEST:

  
\_\_\_\_\_  
Secretary

[CORPORATE SEAL]



**"AUTHORITY"**

**GREATER ORLANDO AVIATION AUTHORITY**

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

**"CONTRACTOR"**

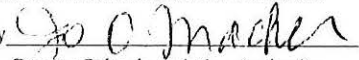
**GCR INC. dba CIVIX**

By:   
\_\_\_\_\_  
Its: President

Timothy A. Walsh, President  
\_\_\_\_\_  
Print or Type Name and Title

Approved as to Form and Legality  
this 17 day of July, 2021

NELSON MULLINS BROAD AND CASSEL

By:   
\_\_\_\_\_  
Greater Orlando Aviation Authority

## **Supplement A Revision 1** **Coverage of Maintenance Agreement**

The SOFTWARE covered by this Maintenance Agreement is as follows:

Airport IQ ASOCS (Airport Safety and Operations Compliance System) and any future versions offered by VENDOR as an incremental upgrade. Future expansion of the system that requires modifications outside the Maintenance of the base system are not covered under this Agreement.

Summary of Additional Services and Features Offered:

*Standard Services:*

- Unlimited telephone support / maintenance for the airport staff for ASOCS technical or operational questions
- Inclusion in the Airport IQ User Group, which helps guide future development of the application

The manuals, handbooks, and other written materials furnished by the VENDOR for use with the SOFTWARE (the "Documentation") are:

- ASOCS User's Manual

*Features:*

### **Support Policy Descriptions**

In accordance with the terms of this Maintenance Agreement, the VENDOR will furnish the following support services (the "Services") for the SOFTWARE. The remaining available support services can optionally be added for supplementary coverage.

Support for the proper installation of the current release of the SOFTWARE, and any subsequent patches or updates to the version. This support level, the VENDOR will ensure that all components of the CLIENT's ASOCS installations pass all set-up and configurations tests, and can communicate with the database effectively and periodically.

### **"Hotline" Support for contacting the VENDOR**

The VENDOR will provide the following communication mechanisms for the CLIENT to use when asking for support:

(a) Telephone Support. VENDOR shall maintain an ABM/ASOCS telephone hotline 24 hours per day seven days per week to assist CLIENT in reporting errors and in providing first-line support in the use and operation of the SOFTWARE.

(b) Internet Email. VENDOR shall maintain an email address for the express purpose of providing support.

### **On-Site Service**

VENDOR will schedule at CLIENT's request one (1) annual on-site maintenance visit to address any system issues that arise through the year that create undue stress on the system. CLIENT will schedule this trip based on VENDORS staff availability and provide at a minimum 14 days advance notification. VENDOR will provide this service during non-peak times of the Airport to reduce the amount of time the system is out of service during service times.

**Support Options for additional costs**

**Customized Project**

At CLIENT's request, the VENDOR will consider developing modifications or additions that materially change the utility, efficiency, functional capability, or application of the SOFTWARE ("Enhancements") at such charge and on such schedule as the parties may mutually agree in writing outside of the framework of this contract.

**Time & Material (T&M) Rates**

Should CLIENT decide to maintain services under T&M then the following rates will apply outside reasonable travel expenses.

Time & Material Hourly Rates for First Renewal Term, January 1, 2021 to December 31, 2026.

**Time & Material Hourly Rates Table**

<b>Labor Category</b>	<b>Hourly Rate</b>
001 – Program Manager	\$175.00
022 – Subject Matter Expert II	\$175.00
006 – Senior Programmer	\$125.00
007 – Programmer	\$110.00
015 – Systems Analyst	\$130.00
011 – Testing Specialist	\$90.00

The above Cost Table Time & Material Hourly Rates Table shall supersede and replace all prior Agreement(s) Time & Material Hourly Rates.

**ATTACHMENT "A-1"**  
**1<sup>st</sup> RENEWAL OPTION PRICING**

**11-14 Airport Operation Activity & Reporting System**

The fees below are for maintenance and support.

<b>Maintenance and Support</b>	<b>Extended Price</b>
AirportIQ Safety & Operations Compliance System (ASOCS) ASOCS-Maximo Connector Annual support, maintenance, and application updates. For perpetual software license only. On-prem installs only.	See table below

The annual prices displayed below are for the First Renewal Option.

<b>Payment Schedule for the First Renewal Term</b>	<b>Total</b>
Year 6: 1/1/2021 – 12/31/2021	\$34,000.00
Year 7: 1/1/2022 – 12/31/2022	\$34,000.00
Year 8: 1/1/2023 – 12/31/2023	\$34,000.00
Year 9: 1/1/2024 – 12/31/2024	\$34,000.00
Year 10: 1/1/2025 – 12/31/2025	\$34,000.00
<b>TOTAL</b>	<b>\$170,000.00</b>

Additional renewals beyond Year 10 will increase no more than 3% annually at the beginning of each Year or as negotiated.