

AMENDMENT NO. 3

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
ALLEN ENTERPRISES, INC.**

TO

PURCHASING CONTRACT 22-20

THIS AMENDMENT NO. 3 made and entered into as of the 30th day of June, **2023**, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **ALLEN ENTERPRISES, INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated July 1, 2020, and as amended by Amendment No. 1 dated September 2, 2021 and Amendment No. 2 dated September 7, 2022, the Contractor agreed to provide Airfield Lighting Parts and Maintenance Services at Orlando International Airport, Orlando, Florida; and

WHEREAS, the term of the Contract is for sixty (60) months; and

WHEREAS, the Authority desires and Contractor agrees to revise the airfield lighting parts list to include additional parts required and delete obsolescent parts no longer used by the Authority or available by the manufacturer.

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

1. **Effective Date**: The effective date of this Amendment shall be effective July 1, 2023, to June 30, 2024.
2. **Contract Adjustment**. The airfield lighting parts list has been revised to include additional parts required and delete obsolescent parts that are no longer used by the Authority or available by the manufacturer. Attachment "A-2", Parts Prices and Maintenance Service Rates, as shown in the Contract, shall be deleted in its entirety and replaced with the revised and updated Attachment "A-3", Parts Prices and Maintenance Service Rates – **Fourth 12 Month Renewal Period**, made a part hereof by this reference (changes shown in bold).
3. **Compensation**. Authority shall pay to the Contractor during the renewal term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, unit prices as shown in Attachment "A-3", Parts Prices and Maintenance Service Rates – **Fourth 12-Month Renewal Period**. Compensation shall be paid pursuant to the terms and conditions of the Contract.
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. 3, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed as of the date and year first above written.

ATTEST:



Anna Farmer
Assistant Secretary
Jun 30 2023 2:05 PM

DocuSign

Assistant Secretary

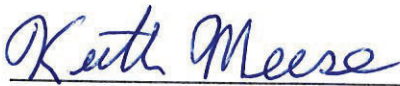
[Official Seal]



Jun 30 2023 2:05 PM

ATTEST:

DocuSign



Secretary

[CORPORATE SEAL]



"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Kevin Thibault
Chief Executive Officer
Jun 30 2023 1:12 PM

By:



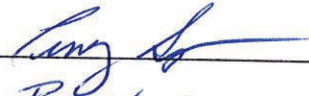
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Chief Executive Officer

"CONTRACTOR"

ALLEN ENTERPRISES, INC.

By:

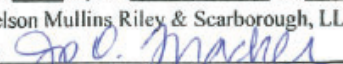


Its:

President

Perry Suganuma, President

Print or Type Name and Title

Approved as to Form and Legality
this 12 day of June, 2023
Nelson Mullins Riley & Scarborough, LLP
By 
Greater Orlando Aviation Authority



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Raymond D. Anderson, Esq., Chairman, Concessions/Procurement Committee

DATE: April 15, 2020

ITEM DESCRIPTION

Recommendation of the Concessions/Procurement Committee to Award Sole Source Purchasing Contract No. 22-20, Airfield Lighting Parts and Maintenance Services, at Orlando International Airport and Orlando Executive Airport, to Allen Enterprises, Inc.

BACKGROUND

Sole Source Purchasing Contract No. 16-05, Airfield Lighting Parts and Maintenance Services, at Orlando International Airport and Orlando Executive Airport (Airports), with Allen Enterprises, Inc. (Allen Enterprises) requires Allen Enterprises to provide all labor, supervisions, materials, supplies, programming, parts and equipment required to inspect, evaluate, operate, support and maintain the airfield lighting system at the Airports (Purchasing Contract).

The Purchasing Contract commenced on June 27, 2005, with an initial two-year term (Initial Term). The Purchasing Contract was subsequently amended annually to extend the Initial Term through June 26, 2015, at which time the Purchasing Contract was amended to include a new five-year term, which term is scheduled to expire on June 26, 2020. The Purchasing Contract pricing is based on unit prices and hourly labor rates. The actual costs of the Purchasing Contract is determined based on the services requested, performed and approved by the Aviation Authority.

Due to the limited and specialized nature of the services to be provided, this Purchasing Contract does not include a Minority and Women Business Enterprise or Local Developing Business participation goal.

ISSUES

The Purchasing Contract, as amended, is scheduled to expire on June 26, 2020. Readily available airfield lighting parts and maintenance services are critical to ensure safe aircraft operations at the Airport. Federal Aviation Administration (FAA) Advisory Circular AC 150/5345-53D, Airport Lighting Equipment Certification Program, requires that certified airfield lighting systems be maintained in the same configuration with parts and services as the existing Original Equipment Manufacturer (OEM) certification. The Aviation Authority's existing certified airfield lighting systems are ADB Safegate airfield lighting systems, and Allen Enterprises is the exclusive OEM representative for ADB Safegate airfield lighting systems in the Southeast United States.

Based on the information known at this time, Allen Enterprises has performed satisfactorily during the term of the Purchasing Contract, as amended. No price

NEW BUSINESS AGENDA ITEM - A -

increases are requested at this time. As a result, based on the information presented, on March 9, 2020, the Concessions/Procurement Committee approved Staff's recommendation to award Purchasing Contract No. 22-20, Airfield Lighting Parts and Maintenance Services, at Orlando International Airport and Orlando Executive Airport, to Allen Enterprises, Inc., for a five-year term through June 26, 2025, with no renewal terms, in the amount not-to-exceed \$3,850,000.

ALTERNATIVES

No alternatives are being considered.

FISCAL IMPACT

The fiscal impact of the proposed Purchasing Contract is not-to-exceed \$3,850,000. Funding will be provided from previously-approved Orlando International Airport Operations and Maintenance Fund in the amount not-to-exceed \$3,675,000. Funding will also be provided from previously-approved Orlando Executive Airport Operations and Maintenance Fund, in the amount not-to-exceed \$175,000. Funding required in current and subsequent fiscal years will be allocated throughout the budget process and when funds become available.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to approve the Concessions/Procurement Committee's recommendation to (1) award Sole Source Purchasing Contract No. 22-20, Airfield Lighting Parts and Maintenance Services, at Orlando International Airport and Orlando Executive Airport, to Allen Enterprises, Inc., for a five-year term, through June 26, 2025, in an amount not-to-exceed \$3,850,000; (2) authorize funding from the Orlando International Airport Operations and Maintenance Fund in the amount not-to-exceed \$3,675,000; (3) authorize funding from the Orlando Executive Airport Operations and Maintenance Fund in the amount not-to-exceed \$175,000; and (4) authorize an Aviation Authority Officer or the Chief Executive Officer to execute the appropriate documents following satisfactory review by legal counsel.