

**AMENDMENT NO. 2**  
**BY AND BETWEEN**  
**GREATER ORLANDO AVIATION AUTHORITY**  
**AND**  
**BARICH, INC.**  
**TO**  
**PURCHASING AGREEMENT 24-101-A-RFP**

**THIS AMENDMENT NO. 2** made and entered into as of Oct 22, 2024 by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as “Aviation Authority”) and **BARICH, INC.** (hereinafter referred to as “Consultant”).

**WITNESSETH:**

**WHEREAS**, by Agreement dated June 1, 2024, and as amended by Amendment No. 1 dated October 9, 2024, Consultant agreed to provide Information Technology Continuing Consulting Services at Orlando International Airport, Orlando, Florida; and

**WHEREAS**, the initial term of the Agreement currently expires on May 31, 2029; and

**WHEREAS**, the Aviation Authority and Consultant agree to provide staff augmentation services through Information Systems Consultants, Inc. (ISCI).

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

1. **Term**: The effective date of this Amendment shall be October 1, 2024, through September 30, 2025.
2. **Agreement Adjustment**. The Consultant’s scope of work shall be amended to assist the Greater Orlando Aviation Authority Information Technology department with auditing the Information Technology Master List, preparing Procurement Committee, Construction Committee, and Board documentation, organizing I.T. project timelines, and the organization of documentation and recording of change management items. This role will also assist with the administration of Information Technology department contracts and procurement for hardware, software, construction, and professional services at the Orlando International Airport. These services shall be provided in accordance with the terms and conditions of the Agreement.
3. **Compensation**. The Aviation Authority shall pay the Consultant for the services performed, not to exceed Eighty-One Thousand and Nine-Hundred Four Dollars (\$81,904). Pricing is based on the hourly rate described in Attachment A-2, Pricing Rate. The actual amount paid will be based on work requested by the Aviation Authority and satisfactorily provided by the Consultant. Compensation will be paid pursuant to the terms and conditions outlined in the Agreement.
4. **Suits/Proceedings**. The Consultant agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Agreement or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida. The Consultant waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Consultant 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 Consultant 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. Fees Associated with Identification Badges and Keys.** The Consultant shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance of identification badges and keys. The Aviation Authority shall determine the term of each badge at the time of issuance.

**Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.**

**7. Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 2, the Agreement shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Amendment No. 2 to be executed in its name by its Chief Executive Officer, or designee, and the said Consultant.

**“AVIATION AUTHORITY”**

**GREATER ORLANDO AVIATION AUTHORITY**

*Kelly L Loll*

By: **box** SIGN 15QY5K9L-4WPLR3V3

Title: Senior VP Procurement Services

Date: Oct 22, 2024

**“CONSULTANT”**

*Justin Phy*

By: **box** SIGN 13LQK5VZ-4WPLR3V3

Justin Phy President  
Print or Type Name and Title

Date: Oct 19, 2024

**APPROVED AS TO FORM AND LEGALITY**

on this date Oct 20, 2024 for the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

*Jo O. Thacker*

By: **box** SIGN 1R68P9LP-4WPLR3V3

Title: Partner

ATTACHMENT A-1

**GREATER ORLANDO AVIATION AUTHORITY**  
**Nongovernmental Entity Declaration Regarding**  
**the Use of Coercion for Labor and Services**

Nongovernmental Entity's Name:	<u>Barich, Inc.</u>
Nongovernmental Entity's FEIN:	<u>47-0897108</u>
Authorized Officer or Representative Name and Title:	<u>Justin Phy, President</u>
Nongovernmental Entity's Address:	<u>#283 24200 SW Fwy Ste 402</u>
City:	<u>Rosenberg</u> State: <u>TX</u> ZIP: <u>77471</u>
Phone Number:	<u>480-361-4122</u>
Email Address:	<u>justin.phy@barich.net</u>

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13).

The nongovernmental entity identified above does not, pursuant to section 787.06(2)(a):

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine, or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

*Justin Phy*

By: box SIGN 13LQK5VZ-4WPLR3V3

Authorized Officer or Representative for Nongovernmental Entity

Print Name and Title: Justin Phy President

Date: Oct 19, 2024



ISCI Staff Augmentation Services

BARICH, INC.  
2241 E. Pecos Rd.  
Chandler, Arizona 85225  
OFFICE: (480) 361-4122  
WEB: [www.barich.net](http://www.barich.net)

September 13, 2024

Greater Orlando Aviation Authority  
5855 Cargo Road  
Orlando, FL 32827-4399

Dear Mr. Brooks,

It is our pleasure to present the **Barich, Inc. (Barich)** response to the request for Staff Augmentation Services. For this request, Barich has partnered with **Information Systems Consultants, Inc. (ISCI)**.

Attached is a high-level Statement of Work to fulfill the requirements set forth by The Authority. Barich will provide the staff augmentation services through ISCI with a defined not-to-exceed budget of **\$81,904.00**, to be billed on a monthly basis. The Scope of Work to be performed is included in the attached Scope of Work document. Barich services only include project oversight and invoice support services in accordance with contractual terms for the Principal in Charge and Project Administrator roles.

<b>Barich Roles</b>	<b>Hourly Rate</b>	<b>Number of Hours (Not to Exceed)</b>	<b>Total</b>
Principal-In-Charge	\$206	10	\$2,060.00
Project Administrator	\$79	36	\$2,844.00
			\$4,904.00

If you have any questions regarding the service agreement or fee, please feel free to reach out to me directly. We would be pleased to address any issues at your convenience. Our team will be ready to begin work after notification of notice to proceed for the project.

Sincerely,

Justin Phy  
Principal-In-Charge  
Barich, Inc.



Date: 9/10/2024

To: Ian Brooks, Contracts Manager, I.T.  
From: Tyrone Brown, President, ISCI

Re: Information Systems Consultants Inc. is proposing to provide staff augmentation support for the scope of work presented below

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Candidate has experience with writing new policies and drafted and updated SOP's planned, organized, directed, and coordinated the purchase activities of goods and services including, but not limited to, Information Technology (I.T.) technology related software, materials, suppliers, equipment, and contract.

**Statement of Work (SOW) Role and Responsibility**

- This role is to assist the Greater Orlando Aviation Authority Information Technology department with auditing the Information Technology Master List, preparing Procurement Committee, Construction Committee, and Board documentation, organizing I.T. project timelines, and the organization of documentation and recording of change management items. This role will also assist with the administration of Information Technology department contracts and procurement for hardware, software, construction, and professional services.

Firm	Role	Billing Rate	Hours	Total
Information Systems Consultants, Inc (ISCI)	Contracts Administrator, I.T.	110.00	700	77,000.00

Not to exceed (NTE) 700/hours between October 1, 2024 and September 30, 2025

If you have any additional questions, then please don't hessite to contact me at [brownt@isciconsult.com](mailto:brownt@isciconsult.com) or 317-525-8380

Regards,

Tyrone Brown (President/CEO)

Information Systems Consultants Inc is currently holding the Florida State term contract, No. 8010157-21 STC-ITSA/Information Technology Staff Augmentation.