# **AMENDMENT NO. 2**

### **BY AND BETWEEN**

### **GREATER ORLANDO AVIATION AUTHORITY**

### AND

### CONVERGINT TECHNOLOGIES LLC

### то

#### PURCHASING CONTRACT 05-21

THIS AMENDMENT NO. 2 made and entered into as of Jun 13, 2024 \_\_\_\_\_, by and between the **GREATER ORLANDO AVIATION** AUTHORITY (hereinafter referred to as "Aviation Authority") and **CONVERGINT TECHNOLOGIES LLC**, (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, by Contract dated June 1, 2019, and Amendment No. 1 dated April 9, 2024, Contractor agreed to provide IED On Call Public Address System Repair Services at Orlando International Airport; and

**WHEREAS**, the Contract provides the Aviation Authority with two (2) options to renew the term of the Contract for additional periods of one (1) year each; and

**WHEREAS**, the Aviation Authority desires to exercise its second option to renew the term of the Contract for an additional period of one (1) year.

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

**1.** <u>**Renewal Term of Contract**</u>. The term of the Contract shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as of October 1, 2024, and expiring September 30, 2025.

**2.** <u>**Compensation**</u>. The Aviation 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, the Unit Prices as shown on <u>Attachment "A-2" Second Renewal Option Pricing</u>. Compensation shall be paid pursuant to the terms and conditions of the Contract.

**3.** <u>Suit/Proceedings</u>. 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.

4. <u>Public Entity Crimes Act</u>. 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."

**5.** <u>Fees Associated with Identification Badges and Keys</u>. The Contractor 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.

**6.** <u>**Continuing Effect of Contract Provisions**</u>. Except as amended by this Amendment No. 2, the Contract 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 authorized delegate, and the said Contractor.

# "AVIATION AUTHORITY"

# **GREATER ORLANDO AVIATION AUTHORITY**

By: Kelly L Loll By: box SIGN 15QY5K9L-4ZRPXPYZ

Kelly Loll VP, Procurement Services

Date: Jun 13, 2024

"CONTRACTOR"

# CONVERGINT TECHNOLOGIES LLC

By:				Digitally signed by Chris Wise
-	Chris W	is	e	DN: C=US, E=chris.wise@convergint.com, O=Convergint Technologies, CN=Chris Wise Reason: I am approving this document Date: 2024.04.30 11:49:17-04'00'

Name / Title

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

### APPROVED AS TO FORM AND LEGALITY

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:	<b>box</b> sign	1R68P9LP-4ZRPXPYZ	

Date: Jun 11, 2024

### ATTACHMENT "A-2" SECOND RENEWAL OPTION PRICING PURCHASING CONTRACT 05-21 IED ON CALL PUBLIC ADDRESS SYSTEM REPAIR SERVICES

#### YEAR FIVE PERIOD: 10/1/2024 – 9/30/2025

WORKING HOURS	HOURLY RATE	ESTIMATED NUMBER OF HOURS*	EXTENDED PRICE			
Standard Working Hours	\$88.00	315	\$27,720			
Non-Standard Working Hours	\$88.00	110	\$9,680			

DESCRIPTION	MARK-UP %	ESTIMATED ANNUAL VALUE*	EXTENDED PRICE
Estimated Annual Amount for Parts, Mate and Components Purchased for IED On Cal Services	\$7,000		
Contractor's Mark-Up % over its cost for parts, materials, and equipment rental purchased (e.g. 1% shall be entered as .01)	0.30 (% expressed in decimals)	\$7,000	\$2,100
SECOND RENEWAL	\$46,500		

\*Although the Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of estimated number of hours, parts, materials, and equipment rental to differ from the estimates. The Aviation Authority has no obligation to request any work, parts, materials, and equipment rental or to require the use of any particular quantity of additional work, parts, materials, and equipment rental.