

AMENDMENT NO. 1
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
CONVERGINT TECHNOLOGIES, LLC
TO
PURCHASING CONTRACT 13-22

THIS AMENDMENT NO. 1 made and entered into as of the 28th day of April, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **CONVERGINT TECHNOLOGIES, LLC**. (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, by Contract dated November 1, 2021, Contractor agreed to provide Fire Alarm and Mass Notification System Testing, Maintenance and Certification Services at the Orlando International Airport, Orlando, Florida; and

WHEREAS, the initial term of the Contract currently expires on October 31, 2024; and

WHEREAS, the Aviation Authority desires and the Contractor agrees to amend the Contract to provide additional Fire Alarm and Mass Notification System Testing, Maintenance and Certification Services for the Terminal C facility locations.

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 as of November 1, 2022 through October 31, 2024.
2. **Contract Adjustment.** Contractor's scope of work shall be and hereby is adjusted to provide additional services for Terminal C Facilities, to include the Emergency Power Generation Building, Central Energy Plant, Ground Transportation Facility, Landside C, and Airside C for a total amount not-to exceed Six Hundred Twenty Thousand Five Hundred Eighty-Four dollars and Twenty-Six cents. (\$620,584.26).
3. **Compensation.** The Aviation Authority shall pay to the Contractor compensation as shown in Attachment "A-1" Contract Adjustment Pricing Terminal C Facilities; upon satisfactory completion of the work required by the provisions of the Contract. 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. 1, 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. 1 to be duly executed as of the date and year first above written.

ATTEST:

 Anna Farmer
Assistant Secretary
Apr 28 2023 4:47 PM

DocuSign

Assistant Secretary

[Official Seal]



Apr 28 2023 4:47 PM

DocuSign

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY


By:  Kathleen M. Sharman
Chief Executive Officer
Kathleen Sharman
Chief Financial Officer
CEO Designee
Apr 28 2023 4:25 PM

DocuSign

Date: _____

"CONTRACTOR"

CONVERGINT TECHNOLOGIES, LLC.


By: 
Its: DIRECTOR OF OPERATIONS
Chris Lerman
Print or Type Name and Title

Date: 4/10/23

ATTEST:


Secretary

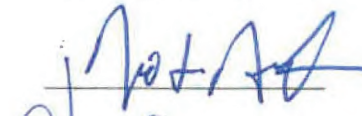
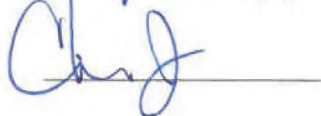
[Corporate Seal]

Approved as to Form and Legality
this 25 day of April, 20 23
Nelson Mullins Riley & Scarborough, LLP
By:  Joel Macher
Greater Orlando Aviation Authority

**CERTIFICATE OF INCUMBENCY
OF
CONVERGINT TECHNOLOGIES LLC
(the "Company")**

I, ALAN BERGSCHNEIDER, being the Vice President and Chief Financial Officer of the Company, hereby certify that:

The following are the names and signatures of all the Officers of the Company:

	Name	Title	Specimen Signature
<u>OFFICERS:</u>	Daniel J. Mocerì	Executive Chairman	
	Ken Lochiatto	Chief Executive Officer	_____
	Kathryn Ingraham	Vice President, General Counsel & Secretary	_____
	Alan Bergschneider	Vice President & Chief Financial Officer	_____
	Mike Mathes	Executive Vice President	_____
	Sean Flint	Executive Vice President	_____
	Tony Varco	Vice President	_____
	Dino Derosè	Business Development Manager	
	Christopher Inman	Director of Operations/ Operations Manager	

Signed and dated, this 30th day of May, 2019.

Vice President and Chief Financial Officer



Alan Bergschneider

It is Resolved that the incumbent officers of the LLC are hereby removed, and the following individuals are hereby elected as the officers of the LLC, each to serve in the office set forth opposite his name below, until his or her successor is duly elected and shall have qualified or until his or her earlier death, resignation or removal.

“ATTACHMENT “A-1”

CONTRACT ADJUSTMENT PRICING TERMINAL C FACILITIES

Section A - Fire Alarm System Testing And Certification				
ITEM	LOCATION	UOM	Year 2 Annual Price	Year 3 Annual Price
1	Emergency Power Generation (EPG) 10176 Jeff Fuqua Blvd	Annual	\$1,280.00	\$1,280.00
2	Terminal C Central Energy Plant (CEP) 10543 Jeff Fuqua Blvd	Annual	\$1,281.00	\$1,280.00
3	Terminal C Ground Transportation Facility 10304 Jeff Fuqua Blvd	Annual	\$2,560.00	\$2,560.00
4	Terminal C Landside 10300 Jeff Fuqua Blvd	Annual	\$51,613.18	\$52,358.95
5	Terminal C Airside 10200 Jeff Fuqua Blvd	Annual	\$51,613.18	\$52,358.95
Section A - Fire Alarm System Testing And Certification - Subtotals:			\$108,346.36	\$109,837.90
Section A - Fire Alarm System Testing And Certification Total (Year 2 + Year 3):				\$218,184.26
Section B - Fire Alarm System Maintenance Year 2				
ITEM	Location	HOURS	HOURLY RATE*	EXTENDED
6	On-Site Fire Alarm Technician/Programmer Standard Year 2	2080	\$65.00	\$135,200.00
Section B - Fire Alarm System Maintenance – Year 3				
ITEM	LOCATION	HOURS	HOURLY RATE*	EXTENDED
7	On-Site Fire Alarm Technician/Programmer Standard Year 3	2080	\$65.00	\$135,200.00
Section B - Fire Alarm System Testing And Certification Total (Year 2 + Year 3):				\$270,400.00
Section C - Fire Alarm System Additional Services				
YEAR 2				
ITEM	SERVICES	% (EXPRESSED in DECIMALS)	ESTIMATED ANNUAL COST*	EXTENSION
8	Estimated Annual Cost of Materials Purchased for Fire Alarm System Testing and Certification			\$20,000.00
9	Contractor's Mark-up Percentage (%) over its costs for Materials Purchased for Fire Alarm System Testing and Certification	0.150	\$20,000.00	\$3,000.00
10	Estimated Annual Cost of Rentals Used for Fire Alarm System Testing and Certification			\$20,000.00
11	Contractor's Mark-up Percentage (%) over its costs for Rentals Used for Fire Alarm System Testing and Certification	0.000		
12	Estimated Annual Cost of Subcontractor Services Used for Fire Alarm System Testing and Certification			\$20,000.00
13	Contractor's Mark-up Percentage (%) over its costs of Subcontractor Services Used for Fire Alarm System Testing and Certification	0.150	\$20,000.00	\$3,000.00
Section C - Year 2 Fire Alarm System Additional Services Subtotal:				\$66,000.00

YEAR 3				
ITEM	SERVICES	% (EXPRESSED in DECIMALS)	ESTIMATED ANNUAL COST*	
14	Estimated Annual Cost of Materials Purchased for Fire Alarm System Testing and Certification			\$20,000.00
15	Contractor's Mark-up Percentage (%) over its costs for Materials Purchased for Fire Alarm System Testing and Certification	0.150	\$20,000.00	\$3,000.00
16	Estimated Annual Cost of Rentals Used for Fire Alarm System Testing and Certification			\$20,000.00
17	Contractor's Mark-up Percentage (%) over its costs for Rentals Used for Fire Alarm System Testing and Certification	0.000	\$20,000.00	
18	Estimated Annual Cost of Subcontractor Services Used for Fire Alarm System Testing and Certification			\$20,000.00
19	Contractor's Mark-up Percentage (%) over its costs of Subcontractor Services Used for Fire Alarm System Testing and Certification	0.150		\$3,000.000
Section C - Year 3 Fire Alarm System Additional Services Subtotal:				\$66,000.00
Section C - Fire Alarm System Additional Services Total (Year 2 + Year 3):				\$132,000.00
"Amendment No. 1" Grant Total for an amount not- to -exceed:				\$620,584.26

From: [Anna Farmer](#)
To: [Directors and Aides; GOAA Designees](#)
Cc: [Eliot Martinez Fraticelli; James Knusalla](#)
Subject: Designee for Chief Executive Officer April 22 - May 14
Date: Wednesday, April 19, 2023 5:29:46 PM

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Saturday, April 22, 2023 thru Sunday, May 14, 2023. Ms. Kathleen Sharman, Chief Financial Officer, will be his designee Saturday, April 22nd thru Wednesday, May 3rd. Ms. Sharman can be reached at kathleen.sharman@goaa.org or 407-825-2043.

Mr. Tom Draper, Chief of Operations, will be his designee Thursday, May 4th thru Sunday, May 14th. Mr. Draper can be reached at tdraper@goaa.org or (407) 825-3021.

Please continue to use the signature process in place. Thank you.

Anna Farmer

Manager, Board Services
Exe. Asst. to the CEO
One Jeff Fuqua Boulevard
Orlando, FL 32827
Phone: 407-825-2032
Email: anna.farmer@goaa.org
Website: www.orlandoairports.net