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GREATER ORLANDO AVIATION AUTHORITY

PURCHASING CONTRACT 09-22

**EXPERIENTIAL MEDIA ENVIRONMENT (EME) MAINTENANCE AND SUPPORT
SERVICES**

BETWEEN

Greater Orlando Aviation Authority
Purchasing Department
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

AND

Electrosonic, Inc.
4501 Vineland Road, Suite 105
Orlando, Florida 32811

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1. GENERAL INFORMATION

1.1. Intent/Purpose

- a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is requesting the Contractor to provide Experiential Media Environment (EME) Maintenance and Support. The Contractor must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.
- b. This Contract does not include a Minority and Women Business Enterprise (MWBE) and a Local Developing Business (LDB)/Veteran Business Enterprise (VBE) participation requirement.

1.2. Exhibits

The exhibits listed below are incorporated into and made a part of this Contract. This Contract and included exhibits shall hereinafter be known as "Contract".

- a. Exhibit A – Statement of Work.
- b. Exhibit B – Price Schedule.
- c. Exhibit C - 430-02 Authorized Travel Expense and Subsistence.

1.3. Order of Precedence

- a. If Contractor finds a conflict, error, or discrepancy in the Contract, it shall call it to the Aviation Authority's Authorized Representative's attention in writing, and request the Aviation Authority's Authorized Representative's interpretation and direction before proceeding with the Services affected thereby. Such notice shall be provided by the Contractor to the Aviation Authority's Authorized Representative in a timely fashion so as not to cause additional costs due to delay.
- b. If there are conflicts or inconsistencies between provisions of the exhibits or attachments to this Contract, the following order of precedence shall govern:
 - 1) In the event of any conflicts or inconsistencies between the Contract and an Amendment, the Amendment shall be controlling.
 - 2) In the event of any conflicts or inconsistencies between any exhibit and the Contract, regarding contract terms and conditions, the Contract shall be controlling.

- 3) In the event of any conflicts or inconsistencies between any exhibit and Exhibit A - Statement of Work regarding the scope of services to be performed hereunder, Exhibit A - Statement of Work shall be controlling.
- 4) In the event any conflicts or inconsistencies between any exhibit and Exhibit B – Price Schedule regarding pricing, Exhibit B – Price Schedule shall be controlling.

1.4. Term

- a. **Term.** This Contract shall become effective upon its execution by the Aviation Authority and shall continue in effect for **sixty (60) months**, unless terminated earlier as provided for herein or extended by an Amendment hereto executed by both Parties.
- b. **Notice to Proceed.** "Notice to Proceed" means written notice (including a Purchase Order) issued by the Aviation Authority authorizing Contractor to proceed with providing the Services pursuant to the Contract. Prior to beginning the performance of any Services, Contractor must receive a Notice to Proceed from the Aviation Authority. Prior to the execution of the Contract, Contractor shall provide the Aviation Authority with a properly completed insurance certificate, the completion of and submittal of which is considered a condition precedent to the execution of this Contract.

1.5. Public Meetings/Public Records

Please be aware that all meetings of the Aviation Authority's Board are duly noticed public meetings and all documents submitted to the Aviation Authority as a part of or in connection with a contract will constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein.

1.6. Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Aviation Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Aviation Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the any Contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Chief Administrative Officer.

2. SPECIAL CONDITIONS

2.1. Definitions

For this Contract and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Contract shall first be governed by this Contract, second by the Statement of Work (compiled **Exhibit A**), and third the Price Schedule (**Exhibit B**). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence.

- a. **Additional Services:** all services from Contractor that are not covered by the Right of Use and are described in the Contract.
- b. **Contract:** The composite of this Contract, and associated exhibits and attachments.
- c. **Amendment:** An amendment to the Contract in writing, approved by and signed by the Aviation Authority and the Contractor authorizing a modification or revision to one or more terms or conditions of the Contract.
- d. **Airport:** The airport in Orange County, State of Florida, known as Orlando International Airport.
- e. **Airport Identification Media:** Identification badge issued by the Contractor.
- f. **Attic Stock:** Equipment that is stocked locally and managed by the Aviation Authority.
- g. **Aviation Authority:** Shall mean the Greater Orlando Aviation Authority including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the Aviation Authority has agreed by contract to provide additional insured status.
- h. **Aviation Authority's Authorized Representative ("AAR"):** The person designated by the Aviation Authority to review, approve, coordinate activities, and make decisions regarding the Scope of Services in the Contract. Also known as the Aviation Authority's Project Manager.
- i. **Aviation Authority Administrator:** The Assistant Director of Purchasing and Material Control or his/her designee responsible for addressing any concerns within the Contract.
- j. **Aviation Authority Data:** The information input by the Aviation Authority into databases of the Licensed Software regardless of the form in which it is stored, whether electronically or in paper format. Notwithstanding any other provision in the Contract, any reports or data (including such data or reports associated a Deliverable) generated by the Licensed Software shall be solely owned by

the Aviation Authority and free of any restrictions or encumbrances.

- k. **Change Order:** A written change or modification to the Contract approved by the Aviation Authority's Authorized Representative (AAR) and Contract Administrator to the Contractor signed by the Aviation Authority and the Contractor authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in the Contract price or time, without change to any other terms or conditions of the Contract.
- l. **Compensation:** The amount paid by the Aviation Authority to Contractor for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the Contractor which includes all Services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services.
- m. **Component:** Any device or functional application having distinct electrical or mechanical characteristics and having connection points to be connected to other components to form a subassembly.
- n. **Contract:** The composite of this Contract, and associated exhibits and attachments.
- o. **Contractor:** Electrosonic, Inc.
- p. **Contractor's Project Manager:** Also known as the person designated by the Contractor to review, approve and make decisions regarding the Scope of Services in the Contract.
- q. **Contractor's Services:** Those Services within the Scope of Services of this Contract or any exhibit, attachment or addendum thereto which relates to the Services to be provided by Contract in Section 2.9 to be performed by Contractor in connection with Contractor's employment or practice.
- r. **Data:** all data and content of any nature whatsoever if delivered, created and/or obtained through the Web service
- s. **Data Risk Management:** Assess and manage security and privacy risks to the Aviation Authority's Data and the systems used to process, store, or transmit the Aviation Authority Data.
- t. **Deliverable:** The result(s) or end products or services of that meet the requirements and functional parameters articulated in the Scope of Services for the Contract including but not limited to: services, reports, written documentation, training, systems or processes.
- u. **Documentation:** The organized collection of information that describes the structure, purpose, operation, maintenance, and data requirements for the

functionality specified for the software, hardware, operating system, database, and services in Scope of Services.

- v. **Domain:** the Aviation Authority's own environment in the Electrosonic Platform.
- w. **Drawings:** Drawings, sketches, or schematics prepared by the Contractor for use in its system design, manufacturing facility, assembly facility, or shop, to fabricate, assemble, and/or install parts of the Experiential Media Environment, whether manufactured by it from raw materials or purchased from others in a ready-to-use condition
- x. **Electrosonic Platform:** The online Web service developed, maintained, delivered and hosted by Contractor.
- y. **End User:** a natural person who exercises the Right of Use under the responsibility of the Aviation Authority and who can log in as such on the Electrosonic Platform.
- z. **Effective Date:** The date that this Contract is fully executed by Contractor and the Aviation Authority.
- aa. **Experiential Media Environment:** The term Experiential Media Environment ("EME") means a real time computerized system for three features located in the South Terminal Complex, providing video exhibitions in three unique displays as fully defined within the SOW including all additions, deletions and changes to any and all systems that occur through the term of the contract.
- bb. **Failure:** The inability of a component or equipment to function or perform its intended function as designed or specified.
- cc. **Final System Acceptance:** The date upon which all Deliverables of the Statement of Work have been accepted by the Aviation Authority.
- dd. **Hardware:** Physical equipment with a purpose to facilitate electronic functions, store data, display data, process computer instructions, and direct communications.
- ee. **Integration:** The state of connecting multiple systems with the intent of sharing or transferring data.
- ff. **Interface:** The points where two or more systems, subsystems or structures meet and transfer energy, data or information.
- gg. **Known Vulnerabilities:** Vulnerabilities with a Common Vulnerabilities and Exposures (CVE) identifier listed in the United States National Vulnerability Database (NVD) or discovered by the Contractor or the Aviation Authority and associated with a specific set of software products and operating systems; to include operating systems and firmware. The NVD is located at

<https://nvd.nist.gov/>.

- hh. **Licensed Software:** Contractor's licensed and other proprietary Software developed by Contractor and required to operate the System, to be provided by Contractor as part of its Services and pursuant to Statement of Work which includes each computer program or module, application and patent which makes up Contractor's Licensed Software and each copy, translation, update, upgrade, and release, together with any materials related thereto normally provided by Contractor as part of its Services. Contractor's Licensed Software shall be considered Confidential Information to the extent permitted and subject to Chapter 119, F. S. (Florida Public Records Law).
- ii. **Licensed Technology:** Licensed Software and Documentation.
- jj. **Maintenance:** Services, including support services, or any activity performed by the Contractor or its subcontractor intended to eliminate faults, to improve or to keep the System in satisfactory working condition, including tests, measurements, adjustments, and changes, modifications, enhancements or repairs, upgrades, and updates including those set forth in the Scope of Services of the Contract.
- kk. **Milestone:** A significant event, task, or deliverable that occurs during the project, not all of which are, nor shall be, designated on the milestone payment schedule.
- ll. **Module:** A component of a system.
- mm. **Plug-in:** Plug-in is a computer program that interacts with a web browser to provide a certain, usually very specific, function "on demand."
- nn. **Product (s):** the Experiential Media Environment (EME) system and components and as mentioned in the Exhibit A and made available for the Aviation Authority.
- oo. **Project:** The project that is described in Exhibit A of this Contract.
- pp. **Real Time:** The actual time during which operations are taking place.
- qq. **Release:** All modifications to the software including new functionality, bug fixes, patches, and service pack releases.
- rr. **Safe/Safety:** The condition in which persons are free from threat or danger, harm, or loss arising from improper design, manufacture, assembly, malfunction, or failure of the EME or any of its components or elements.
- ss. **Scope of Services:** The services or work, herein defined in the Contract under the Statement of Work (Exhibit A) that is agreed to by the parties in writing, which includes responsibility for performing and complying with all incidental matters pertaining thereto.

- tt. **Secure Configuration:** The management and control of configurations for an information system to enable security and facilitate the management of risk. Secure configuration management builds on the general concepts, processes, and activities of configuration management by attention to the implementation and maintenance of the established requirements of the Aviation Authority.
- uu. **Services:** Those services set forth in the Contract including any Exhibits thereto. Without limiting the foregoing, the Services to be performed by Contractor fall into eight (8) general categories: (i) System implementation, (ii) Support Services, (iii) Software programming or modification/ configuration of the Licensed Software to meet the Aviation Authority's needs as reflected in this Contract, (iv) project management, (v) programming agreed upon interfaces, (vi) conversion and/or migration of the Aviation Authority's current data, (vii) training of the Aviation Authority staff, (viii) Software, Firmware, and Hardware maintenance, and (ix) hardware related services; delivery, removal, installation, replacement, configuration, and repair.
- vv. **Software:** The Contractor Licensed Software, software modules, user licenses, web licenses, and/or Interfaces (collectively Licensed Material) identified in Exhibit A and including the following:
- 1) Any and all reports and supporting materials provided by the Contractor;
 - 2) Any additional Licensed Material subsequently purchased by the Aviation Authority; and,
 - 3) Any Updates and Upgrades which Contractor makes available to the Aviation Authority during the Maintenance and Support Period, or under any subsequent Contractor software maintenance agreement as certified by the State.
- ww. **Software Warranty:** A warranty provided by the Contractor, covering the Software provided by Contractor, ensuring that it shall perform in accordance with all system and application specifications in the Scope of Services for the Contract. Term begins after Final System Acceptance such that no other Hardware or Software is required to be purchased or installed by the Aviation Authority to achieve or maintain such functionality so long as the applicable applications are continuously under maintenance.
- xx. **Specification:** Technical and/or functional details that provide information on how a requirement shall be addressed by or within a proposed system.
- yy. **State:** State of Florida.
- zz. **Subcontractor:** A person other than a material man or laborer who enters into an Contract with a Contractor for the performance of any part of the basic agreement.

- aaa. **System:** The solution provided by the Contractor.
- bbb. **Third Party Software:** Other software recommended by the Contractor that supplements or interoperates with the Contractor's system (software or hardware) so that the entire system provided by the Contractor operates within the functional specifications and requirements of the Scope of Services.
- ccc. **Training Materials:** Contractor's education and training materials which shall be provided to the Aviation Authority as part of the Deliverables.
- ddd. **Update(s):** The periodic release(s) of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Maintenance and Support Services.
- eee. **Upgrade(s):** The periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the capability and functionality.
- fff. **Vulnerability:** A vulnerability is a weakness in the computational logic (e.g., code) found in software and some hardware components (e.g., firmware) that, when exploited, results in a negative impact to confidentiality, integrity or availability of the Aviation Authority's Data.
- ggg. **Vulnerability Management:** A security capability that provides ongoing assessments of a grouping of security controls that are used to: 1) provide visibility into known vulnerabilities present on the network; 2) delay or prevent entry of malicious or compromised software from being installed on the network; 3) reduce the number of easy-to-compromise devices due to vulnerable software; 4) delay or prevent vulnerable software from being used to gain access to other parts of the network for expansion; 5) prevent escalation of privileges; and/or, 6) prevent data exfiltration.
- hhh. **Warranty:** The warranty or warranties as set forth in the Contract including any warranties required by State Law or regulation.
- iii. **Web Based:** Web based is access to the proposed solution through a web browser with no client software, other than Plug-ins.
- jjj. **Web Service:** The combination of the Products and the Domain.
- kkk. **Work:** Any and all obligations, Services, duties and responsibilities necessary to the successful completion of the Scope of Services assigned to or undertaken by Contractor under the Contract, including the furnishing of all labor, materials, equipment and other incidentals.

2.2. Abbreviations

- a. **AAR:** Aviation Authority Authorized Representative.
- b. **CDS:** Content Delivery System.
- c. **COR:** Change Order Request.
- d. **COTS:** Commercial Off the Shelf.
- e. **EME:** Experiential Media Environment.
- f. **FLIR:** Forward Looking Infrared.
- g. **ISSAC:** Integrated Scheduling and Automation Control Platform.
- h. **IT:** Information Technology.
- i. **LAN:** Local Area Network.
- j. **LED:** Light Emitting Diode.
- k. **LIDAR:** Light Detection and Ranging.
- l. **MM:** Millimeter.
- m. **MSD:** Materials and Safety Data.
- n. **MSDS:** Materials and Safety Data Sheets.
- o. **OEM:** Original Equipment Manufacturer.
- p. **OIA:** Orlando International Airport.
- q. **OS:** Operating System.
- r. **OSHA:** Occupational Safety and Health Administration.
- s. **PM:** Project Manager.
- t. **STC:** South Terminal Complex.
- u. **VPN:** Virtual Private Network.
- v. **WAN:** Wide Area Network.

2.3. Surety Bonds/Letters of Credit/Liability Insurance

A Surety Bond/Letter of **Credit is** required for this Contract.

- a. Prior to Aviation Authority's execution of the Contract and within ten (10) business days of the award, the Contractor shall furnish to Aviation Authority a Performance Bond, and a Payment Bond if required by these Contract Documents, completed on the Aviation Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the Initial Term of the Contract in a penal sum equal to **Three Hundred Thirty-Two Thousand and Two-Hundred Forty-Four Dollars (\$332,244.5)**. The Aviation Authority shall reimburse the Contractor for the cost of the performance bond.
- b. The Contractor may elect to provide Aviation Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **Three Hundred Thirty-Two Thousand and Two-Hundred Forty-Four Dollars (\$332,244.5)** and issued on Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Contractor shall provide Aviation Authority with a Letter of Credit that remains in effect **for the Initial Term** after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing Aviation Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Aviation Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Aviation Authority and to hold such funds until such time as the Aviation Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Aviation Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.
- c. Prior to the commencement of any renewal or extended term of the Contract, Contractor, at its own expense, shall provide to the Aviation Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit .
- d. Except as provided in this Performance Bond Section, the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Contract Documents. The Contractor shall, **at least sixty (60) calendar days prior to the date** on which the then current Performance Bond or Letter of Credit expires, provide a renewal or replacement Performance Bond or Letter of Credit that complies with the requirements of the Contract. The Aviation Authority shall release any existing Letter of Credit provided by the Contractor upon the Aviation Authority's receipt and approval of a renewal of the Letter of Credit that complies with the requirements of this Contract.

- e. If the Contractor is required to provide any renewal of the Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall, at the discretion of the Aviation Authority, calculate the penal sum/amount (the "Amount") of any such Replacement as follows:
- 1) If the Renewal is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.
 - 2) If the Replacement Performance Bond is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.
 - 3) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.
 - 4) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).

- f. Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to cure. Failure to timely submit any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that meets the requirements of this Section constitutes a default under the terms of this Contract and, in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to immediately terminate the Contract without providing the Contractor advance notice or the opportunity to cure. In connection with any such default, the Aviation Authority shall have the right to claim against the Contractor's then current Performance Bond or Letter of Credit for all of the Aviation Authority's losses, costs, damages or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of the Contract.
- g. Surety Bonds delivered to the Aviation Authority in satisfaction of any requirement under this Contract must meet the following criteria:
- 1) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value of \$500,000.00 or less shall be duly issued by an insurer or corporate surety which:
 - a) Is authorized to conduct insurance business in the State of Florida;
 - b) Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and
 - c) Is otherwise in compliance with the provisions of the Florida Insurance Code.
 - 2) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value in excess of \$500,000.00 shall be duly issued by an insurer or corporate surety which:
 - a) Is authorized to conduct insurance business in the State of Florida;
 - b) Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and
 - c) Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.

- d) Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by AM Best Rating Services may be accepted by the Aviation Authority, but only if approved by the Aviation Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Aviation Authority's Risk Manager may deem appropriate.

- h. Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be currently authorized to conduct insurance business in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.

- i. In the event that Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with Section 8 of the General Conditions, the Aviation Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.

- j. Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee.

2.4. Insurance Requirements

At its sole expense, Contractor shall maintain the following insurance during the term of this Contract, including any extensions or renewals and such insurance will apply to Contractor, its employees, agents, and Subcontractors.

- a. **Commercial General Liability and Automobile Liability:**
 - 1) Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and Contractual liability for Contractor's covenants, with a limit of liability not less than **One Million Dollars (\$1,000,000)** per occurrence or not less than **Five Million Dollars (\$5,000,000)** per occurrence, for AOA access; and

 - 2) Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Aviation Authority property resulting in property damage or bodily injury, including death with a limit of not less than **One Million Dollars (\$1,000,000)** combined single limit per accident or not

less than **Five Million Dollars (\$5,000,000)** combined single limit per accident, for AOA access;

- 3) Additional Insured Endorsement. Such above referenced liability insurance shall name the Aviation Authority and the City of Orlando, and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

b. **Workers' Compensation and Employer's Liability.**

The following insurance shall apply to all Contractor's employees who will be engaged on Aviation Authority property in the performances of Services in this Contract: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than \$100,000 for each accident, \$100,000 for disease each employee and \$500,000 for disease policy limit. If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations. The Aviation Authority will not accept State of Florida exemptions.

c. **Other Insurance Requirements.** Contractor agrees to the following as it relates to all above required insurance:

- 1) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
- 2) Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.
- 3) Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to the Aviation Authority.
- 4) Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined

by the Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to the Aviation Authority.

- 5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando.
- 6) A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by the Aviation Authority does not waive any obligations herein this Contract.
- 7) The Aviation Authority is currently Contracted with a third party for the management of all insurance certificates related to the Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.
- 8) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- 9) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, the Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.
- 10) The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

2.5. Verification of Employment Status

- a. Prior to the employment of any person under this Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and an express requirement that Contractors include in such subcontracts the requirement that Subcontractors performing work or providing services pursuant to the state Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.
- b. **Only those employees determined eligible to work within the United States shall be employed under this Contract.**
- c. The Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this Contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this Contract.

2.6. Identification and Access Requirements

- a. Contractor is required to conduct an employee background check, or require its Subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a Subcontractor for whom Contractor is required to sign the Aviation Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Aviation Authority. Each background check shall be performed to the following minimum requirements:
- b. Each employee must provide a ten (10) year work history.
- c. Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).
- d. Contractor must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.

- e. Contractor shall not present any Contractor Responsible Employee to the Aviation Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.

- f. The Aviation Authority will issue, for a fee, as stated below to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with the Aviation Authority's guidelines. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Aviation Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Aviation Authority. The Contractor shall maintain, and shall require its Subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to the Aviation Authority, TSA, or such other entity as deemed appropriate by the Aviation Authority. The Contractor further agrees to perform, or require its Subcontractors to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.

- g. Fees Associated with Identification Badges and Keys

Security Background Check	\$11.00
New Issue	\$25.00
Renewal/Defaced	\$25.00
Name Change	\$25.00 (paid at time of issuance)
Addition	\$25.00 (i.e. adding company name, driver, etc.)
Deletion	\$25.00
Lost	\$50.00
Stolen	No Charge with proper documentation
Fingerprinting	\$27.00 (every two years)
AOA Vehicle Decal	\$25.00 per vehicle
New Hard Key	\$10.00
Lost Hard Key	\$50.00

Note: No personal checks or credit card payments are accepted. Companies will be assessed a \$100.00 fee for each non-returned identification badge and key.

- h. Contractor must maintain all information described above for a period of four (4) years following expiration of this Contract. Subject to applicable privacy laws, such information is subject to audit by the Aviation Authority and must be sufficient in scope and detail to permit verification of compliance by the Aviation Authority audit. Actual damages to the Aviation Authority resulting from a breach by Contractor of its obligations hereunder will be difficult or impossible to determine. As a result, the Aviation Authority shall be entitled to recover liquidated damages of \$250.00 for every Contractor Responsible Employee presented to the Aviation Authority for access control badging (a) for whom the above background check has not been completely and accurately performed, or (b) who should not have been presented per the above guidelines. The amount payable hereunder by Contractor is not a penalty, is in addition to any access control badging application fee paid by the employee and is payable whether or not such employee is issued an access control badge by the Aviation Authority.
- i. Contractor must co-sign with the Subcontractor all badge applications for any employee of a temporary employment agency engaged as a Subcontractor to provide personnel to Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, Contractor or the temporary employment agency must submit to the Aviation Authority's Authorized Representative (AAR) for prior approval of such employee, a Contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.

2.7. Airport Security

The Contractor will be required to comply with all applicable regulations of the Transportation Security Administration (TSA) and of the Aviation Authority relating to Airport security, including those relating to access to the Aircraft Operations Area (AOA) of Orlando International Airport, as such regulations may be in effect or changed from time to time.

2.8. Performance/Invoicing

- a. The Aviation Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to the Aviation Authority's satisfaction and/or completed in a timely manner.

- b. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.
- c. The Aviation Authority shall pay the undisputed amount of Contractor's invoice per The Florida Prompt Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.
- d. Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Aviation Authority shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- e. The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Invoices may be sent electronically to accounts payable goaa-ap@goaa.org.

2.9. Compensation

- a. **Compensation.** For the Services rendered by Contractor, compensation to Contractor will not exceed and will be in accordance with the schedule of rates, fees and charges set forth on **Exhibit "B"** attached hereto and incorporated herein.
- b. **Reimbursable Expenses.** Contractor shall not be entitled to reimbursement for its out-of-pocket expenses.
- c. **Monthly Statements.** Contractor shall submit statements to the Aviation Authority not more than once each month for all Services rendered hereunder. The Aviation Authority will pay the Contractor the fee as set forth on **Exhibit "B"**, for those items actually delivered and/or performed by the Contractor to the satisfaction of the aviation Authority. Statements shall be submitted in a form and with detail satisfactory to the Aviation Authority, shall include the nature and amount of each expense, separated and identified as reasonably requested by the Aviation Authority. The making of any willfully false statement by Contractor in a billing statement shall be grounds for the termination of this Contract by the Aviation Authority.
- d. **Maintenance of Records.** Contractor shall maintain complete and accurate records relating to Services rendered pursuant to this Contract. Cost records

shall be kept in accordance with generally accepted accounting principles and practices consistently applied and in Contractor's customary form and scope. Records and invoices for Services shall include all of the information required in order to determine Contractor's Services performed hereunder, and shall identify the Services rendered in a manner reasonably acceptable to the Aviation Authority.

- e. **Records Availability.** All of the Contractor's records directly relating to Services shall, upon reasonable notice by the Aviation Authority, be made available to the Aviation Authority or its representatives at all reasonable times, to review, inspect, audit or copy Contractor's records. If any such audit establishes that Contractor has overstated service fees, the amount of any overcharge paid by the Aviation Authority as a result of an overstatement shall forthwith be refunded by Contractor to the Aviation Authority with interest thereon, if any, at the prime rate as from time to time published by *The Wall Street Journal* on any overstated amount accrued from forty-five (45) days after the Aviation Authority's notice to Contractor of overstatement.
- f. **Adjustment to Fees.** Contractor represents and warrants that all billable fees furnished by Contractor to the Aviation Authority shall be accurate, complete and current as of the date of this Contract and as of the date of any amendments hereto.
- g. **Travel.** All travel shall be conducted pursuant to the Aviation Authority Authorized Travel Expense and Subsistence organizational policy as set forth in the **Exhibit "C"** Aviation Authority's Policy and Procedure Manual Section 430.02, as updated.

2.10. Services to be Provided by Contractor

- a. **Scope of Services.** Contractor hereby agrees to perform for the Aviation Authority services and work product set forth on the Statement of Work attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Services"). The Services may be modified or increased from time to time by written addendum to this Contract signed by both parties; provided, however, the Aviation Authority shall have the right, by written notice to Contractor, to unilaterally reduce the scope of Services to be rendered hereunder.
- b. **Personnel.** Contractor agrees to retain the necessary qualified and as required, certified, personnel acceptable to Aviation Authority to perform all Services for the Aviation Authority pursuant to this Contract. Contractor further agrees to promptly remove any personnel from performing Services as the Aviation Authority shall request in writing (which request may be made by the Aviation Authority with or without cause), and to promptly replace such personnel with other of Contractor's personnel of comparable experience reasonably acceptable to the Aviation Authority. Contractor agrees to include a similar provision in its agreements with any and all Subcontractors.
- c. **Contractor's Reasonable Efforts and Standards of Performance.** Contractor agrees to use its reasonable efforts to perform and/or to cause

Subcontractors to perform all Services in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Aviation Authority, and Contractor agrees to perform and/or cause Subcontractors to perform all Services in accordance with applicable professional standards, and in accordance with the conditions contained in this Contract.

- d. **Contractor's Liability.** Contractor shall be and remain liable in accordance with applicable law for all damages to the Aviation Authority caused by the improper acts or omissions of Contractor or by any Subcontractors in performing any Services to the extent determined by a court of competent jurisdiction, not subject to further appeal. All provisions of this Contract specifying Contractor's obligation and duties in performing Services shall apply equally to Subcontractors performing Services.
- e. **Contractor's Obligation to Correct Errors or Omissions.** Contractor agrees to be responsible for the quality, technical adequacy and accuracy, of all Services furnished by Contractor or any Subcontractors, in accordance with its specific obligations hereunder. Contractor shall, without additional cost or expense to the Aviation Authority, correct or revise any errors, omissions, or other deficiencies in the Services performed by Contractor or Subcontractors, resulting from improper acts or omissions of Contractor or Subcontractors to the extent determined by a court of competent jurisdiction, not subject to further appeal.
- f. **Contractor's Compliance with Laws and Regulation.** Contractor and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the Services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractor shall require all of its Subcontractors to comply with the provisions of this Section.
- g. **Contractor Is Not the Aviation Authority's Agent.** Contractor is, and at all times shall be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of the Contractor by the terms of this Contract. The Contractor shall be liable for any of its acts, and the acts of its Subcontractors, and respective agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee, nor principal and agent, between the Aviation Authority and the Contractor or any Subcontractor. Neither Contractor nor any Subcontractor is authorized to act as the Aviation Authority's agent hereunder nor to have authority, express or implied, to act for or bind the Aviation Authority.
- h. **Transition Support Services.** If the Contract expires or is earlier terminated, the Contractor shall provide Transition Support Services to the Aviation Authority and develop a transition plan (the "Transition Plan"), if needed, in the form of an Amendment or Change Order to the Contract to be signed by the Aviation Authority and the Contractor. Such services shall be provided at

Contractor's hourly rates. Contractor's time will be limited to Transition Support Services needed to produce required materials and to respond to questions regarding the System to be transitioned to another Contractor. Examples of Transition Support Services include but are not limited to delivering via electronic media, accurate copies of any data that is requested and necessary to perform the services. The Contractor shall cooperate with the Aviation Authority to develop and implement an orderly transition plan and Contractor shall continue to provide services to the Aviation Authority until the Transition Plan is completed to the satisfaction of the Aviation Authority. Materials include but are not limited to assistance including all documentation so Contractor can provide the Transition Support Services to Authority or another Contractor. However, in no event shall Contractor be obligated to disclose any proprietary information or trade secrets to any competitor of Contractor. The Aviation Authority understands that such services may not be required as the data and database schema is stored in a non-proprietary format and may be exported at any time.

- 1) If the Contract is earlier terminated by the Contractor, other than for default by the Aviation Authority, then Contractor shall provide Transition Support Services, and the Contractor may charge for such services in accordance with the charging methodology under this Contract. If the Contract expires or is earlier terminated by the Aviation Authority, then Contractor shall provide Transition Support Services upon terms mutually agreed upon by the parties.
 - 2) Prior to the termination of the Contract, Contractor's technical staff familiar with the Contractor's applications and the data structure shall work with the Aviation Authority assigned information technology staff in the creation of data conversion and/or migration maps or equivalent to be used to convert the data from the Contractor's application databases to the application database selected by the Aviation Authority as a replacement. Such assistance shall be provided at Contractor's hourly rates (unless otherwise described in the Contract), provided that the foregoing shall not require Contractor to disclose any confidential information, such as database schema.
 - 3) Upon notification to Contractor that the Aviation Authority is ready to convert to a replacement system, Contractor shall transfer Authority's data in a format as may be mutually agreed to by the Aviation Authority and Contractor.
- i. **Documentation:** Contractor agrees to provide the Aviation Authority with all Documentation in electronic format, and hereby grants Authority permission to copy or reproduce, in whatever form, electronic, machine readable, hard copy or otherwise, any documentation supplied by it to the Aviation Authority, including material related to subsequent Releases for the Aviation Authority internal use only.

- j. **Revised Documentation:** Contractor agrees to provide the Aviation Authority with revised, modified, and/or updated documentation that reflects any enhancements, changes, and/or modifications to the System.
- k. **Deliverables.** All Deliverables, excluding the Aviation Authority's Data, as defined in Section 2.1, including the Licensed Software are proprietary to Contractor. Title to, and ownership of, Deliverables, excluding the Aviation Authority's Data, as defined in Section 2.1, including but not limited to the Licensed Software, and related documentation shall at all times remain with Contractor. Title to third party software used in connection with the Deliverables, if any, resides with the vendor of each software package.
- l. **Date Standards.** Contractor warrants that each item of software in the Scope of Services or future statement of work that it delivers, develops, modifies, or recommends to the Aviation Authority for uses under the Contract shall be able to accurately store and process date/time data in four (4) digit year fields (including, but not limited to, calculating, comparing, interfacing and sequencing) from, into, and between the nineteenth through the twenty-second centuries, and leap year calculations. The duration of this warranty and the remedies available to Aviation Authority for breach of this warranty shall be as defined in, and subject to, the terms and limitations of Contractor's warranties contained in the Contract; provided that notwithstanding any provision to the contrary in any such warranty provision(s), or in the absence of any such warranty provision(s), the exclusive remedies available to the Aviation Authority under this warranty shall include repair or replacement, at no cost to the Aviation Authority of any of the products whose noncompliance is discovered and made known to Contractor in writing, after System Acceptance by the Aviation Authority. Nothing in this warranty shall be construed to limit any rights or remedies the Aviation Authority may otherwise have under the Contract with respect to Defects.

2.11. Data Security

- a. **Ownership of the Aviation Authority's Data.** The Aviation Authority is the owner of its data, data compilations and reports or compilations of its data generated from use of the Licensed Software ("the Aviation Authority's Data"). Notwithstanding anything to the contrary contained in the Contract, the Aviation Authority shall have the right to use the Contractor's Licensed Software to access and have unfettered use of such data, reports, compilations, or information derived from or resulting from the use of the Licensed Software and/or to generate reports from such data, files or information. Contractor acknowledges and agrees that the Aviation Authority is the owner and custodian of said data, compilations and information whether or not such is electronically retained and regardless of the retention media and that the use of the Licensed Software in relation to such information or data does not in any way restrict the Aviation Authority in the Aviation Authority's rights of disclosure of its data and information.
- b. **Ownership of the Aviation Authority's Intellectual Property.** Contractor agrees that all domain names registrations, SSL certificates, personal name

SLDs, e-mail addresses, other registrations, and trade names or trademarks that the Aviation Authority owns prior to or acquires under the Contract, whether purchased by the Aviation Authority or by Contractor for the specific benefit of the Aviation Authority under the Contract shall be owned by the Aviation Authority with all rights of title, interest, and possession. As such, Contractor agrees that Aviation Authority shall have immediate and unfettered access to and the use and benefit of the Aviation Authority's domain name registrations, SSL certificates, Personal name SLDs, and trade names or trademarks at any time, including upon the termination of the Contract by either party. Contractor further agrees that Aviation Authority's domain names, SSL certificates, personal name SLDs, trade names or trademarks shall not be used by Contractor or its subcontractors unlawfully or allow unauthorized access to the Aviation Authority's data in the Aviation Authority's systems or networks.

- c. **Contractor's Intellectual Property Rights.** All intellectual property rights with regard to the Products are and remain the property of Contractor. Contractor acknowledges that the intellectual property on the Data of the Aviation Authority or of the Provider is and remains theirs. Contractor indemnifies the Aviation Authority against the direct damage and / or costs that result from a breach of this guarantee. Without the prior written permission of Contractor, the Aviation Authority is not permitted to make the Products, the Domain or any content thereof, available to third parties in any way whatsoever, to reproduce, translate, edit, modify, distribute, send, or incorporate them in any other way into another document or material or by creating reverse engineering or otherwise (trying to) create the source code of the Products. Contractor is permitted to take technical measures to protect the Products and / or Domain respectively. Display content is the property of the Aviation Authority and is exempt from intellectual property rights.

- d. **Data Monetization.** The Contractor shall not profit from utilizing Authority data, metadata, or other Aviation Authority's information.

- e. **Security Operating Protocols.**
 - 1) The Contractor shall adhere to cybersecurity standards and best practices published by the National Institute of Standards and Technology (NIST) as applicable, and, employ generally accepted industry security methods and internal security operating protocols to prevent unauthorized access into the service the Contractor provides to the Aviation Authority or interception of data or communications by unauthorized individuals or unauthorized third parties. Such practices shall include, as applicable: Data Risk Management; Secure Configuration and Vulnerability Management; Access Control; encryption of data stored and transmitted using cryptographic modules validated as compliant with Federal Information Processing Standard 140-2; firewall protection; password protection; review of firewall logs and intrusion detection and protection systems (IDPS) notifications on a

daily basis; and, update of virus definitions and security patches on an as-needed basis.

- 2) Contractor protocols, practices, and logs may be audited by the Aviation Authority.
- f. **Location of the Aviation Authority's Data.** Contractor shall not out-source any development and/or support for the Contract or transfer any the Aviation Authority's Data outside the territorial limits of the United States of America, without the written approval of the AAR. Except for sending the Aviation Authority Data to the Aviation Authority and to offsite backup storage facilities, the Contractor shall keep the Aviation Authority's Data solely in its local on premise storage facility or facilities located in the United States and shall not allow such data to leave such facility or facilities in any form.
- g. **Security Breach.** Within four (4) hours of discovery, the Contractor shall notify the Aviation Authority should it discover any breach of the security provisions set forth in this Contract or a loss, interception, unauthorized disclosure or other compromise of the Aviation Authority's Data and shall immediately coordinate with the Aviation Authority to investigate and remedy such breach(es) in a diligent and timely manner. Except as may be strictly required by applicable law, the Contractor agrees that it will not inform any third party of any such security breach involving the Aviation Authority Data's without the Aviation Authority's prior written consent; however, if such disclosure is required by applicable law, the Contractor agrees to work with the Aviation Authority regarding the content of such disclosure so as to minimize any potential adverse impact upon affected parties.
- h. **Backup Materials.** A backup plan approved by the Aviation Authority is to be delivered and maintained by the Contractor. The Contractor or its hosted backup solution provider shall maintain backups of all hardware and software used to provide services to the Aviation Authority and the data stored or processed through the System ("Backup Materials"). Backup Materials shall be inventoried, tracked and maintained at a separate secure physical location located in the United States. The separate secure physical location is subject to the same security requirements of the primary facilities where daily and routine processing, storage and transmission of the Aviation Authority's Data occurs. If access or use of the service is interrupted, the appropriate backup shall be activated within four (4) hours to minimize disruptions.
- i. **Solution Incident and Disaster Recovery Plans.** The Contractor shall implement and maintain, at all times, appropriate incident response and disaster and recovery plans and provide the Aviation Authority with a written copies of the plans upon request. In addition, the Contractor shall provide the Aviation Authority with a copy of any future third party certification report(s) that review and/or certify the incident response or disaster and recovery plans when such report(s) are made available to the Contractor.

2.12. Software Releases/Upgrades During Warranty and Term of Maintenance

The Aviation Authority shall be entitled to installation of any and all patches, releases of the software, new content, and upgraded versions of the software covered in the Contract that becomes available from the Contractor at no charge during the warranty period and through the duration of the Contract. The maximum charge for any upgrade after the expiration of the warranty period and the software maintenance contract period shall not exceed the total difference between the cost of the Aviation Authority's current version and the price at which the Contractor sells or licenses the upgraded software under similar circumstances.

2.13. Proof of Third Party Software Licenses

- a. If third-party software is provided by the Contractor to the Aviation Authority, whether by itself or in conjunction with any products, equipment, solutions, or services provided by the Contractor or any of its subcontractors, the Contractor shall:
 - 1) Provide documented proof of proper licensure allowing the Aviation Authority the lawful use of all such third-party software products as contemplated by this Contract. This proof will include, at a minimum, copies of software licenses and proofs-of-purchase (e.g., copies of paid invoices).
 - 2) Provide updated copies of such proof of proper licensure as requested and as necessary when software is changed during system upgrades or modifications.
 - 3) Supply additional supporting evidence of software licensure upon request in order to meet auditing and/or tracking requirements of the Aviation Authority. This includes promptly supplying such evidence of licensure in the event of an audit or evaluation of the Aviation Authority's software or systems performed at the request or upon the demand of a software developer or supplier.
- b. The Contractor shall respond to all requests for documentation regarding third-party software licensure within one (1) week, unless otherwise agreed between the parties. Time is of the essence in producing such documentation, insofar as there may be penalties assessed against the Aviation Authority for any delays encountered during a license audit.
- c. The Contractor shall further indemnify, defend, and hold the Aviation Authority harmless from and against any contractual, statutory, or regulatory penalties and costs assessed against the Aviation Authority arising from the Contractor's failure to provide proper software licensure or proof thereof, including the cost to the Aviation Authority of purchasing appropriate licenses to continue the Aviation Authority's use of the software pursuant to this Contract.

2.14. ADA Compliant Internet/Web Services

Any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The Aviation Authority will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the Aviation Authority is aware and Contractor will promptly correct such deficiencies. If the Aviation Authority, the Department of Justice or other governmental entity tasked with the enforcement of the ADA (“Enforcement Agency”) notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Contract, Contractor shall, at no additional charge or cost to the Aviation Authority, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the Aviation Authority against any and all claims, sanctions, or penalties assessed against the Authority, which claims, sanctions, or penalties arise or otherwise result from Contractor’s failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

2.15. Return of Assets

Except as otherwise provided in the Contract, or upon termination of the Contract, the Contractor shall return all the Aviation Authority-owned assets including, but not limited to, stored data, hardware and tools provided by the job, and information.

2.16. Security Vulnerability Risk Mitigation

A security vulnerability identified in provided software and equipment is considered a major “bug” and a “critical problem” requiring immediate action and shall be expeditiously patched to mitigate risk to the Aviation Authority systems and information. In cases where the Contractor is not the original manufacturer, the Contractor shall coordinate mitigation of security vulnerabilities with the original manufacturer. The Contractor shall provide temporary risk mitigation actions to protect vulnerable the Aviation Authority systems and information until a permanent patch becomes available. The Contractor shall keep the Aviation Authority Authorized Representative fully informed of all security vulnerabilities and the actions underway to patch such vulnerabilities.

2.17. Access To The Aviation Authority System

- a. The Aviation Authority, in its sole discretion, may permit the Contractor to have remote on-line access to designated computer systems of the Aviation Authority in order to facilitate the Contractor’s ability to perform its obligations under the Contract. Such access shall be used only in furtherance of the Contractor’s duties under the Contract and may not be used for any other purpose. If such access is granted, the Contractor shall give to the Aviation Authority the names of the Contractor’s employees who have a legitimate business need for such access to the Aviation Authority’s computer systems, and the Aviation Authority shall provide a separate user identification code for each person, if applicable. The Contractor shall audit all remote access used by its employees at least quarterly to ensure its employees are performing their

duties in strict adherence to all security and privacy requirements under the Contract, and shall immediately notify the Aviation Authority of and take immediate action to rectify any deviations.

- b. The Contractor, at its own expense, shall provide and maintain any hardware, telecommunications services and software not furnished by the Aviation Authority which is needed to communicate reliably with the Aviation Authority's computer systems. The Aviation Authority, in its sole discretion, may terminate the Contractor's access to the Aviation Authority's computer network at any time. The Contractor shall ensure that: (a) computer access is limited to those employees with a legitimate business need whose names have been furnished to the Aviation Authority; and (b) such employees with access agree to keep any information so obtained strictly confidential, to use such information only to perform the Contractor's contract obligations to the Aviation Authority and to cease accessing the Aviation Authority's computer systems when no longer required to perform work under the Contract.
- c. The Contractor shall immediately notify the Aviation Authority if it becomes aware of any unauthorized access to the Aviation Authority's computer systems or unauthorized use of the information on the systems. Any information to which the Contractor, its officers, employees, subcontractors or agents becomes privy as a result of such access shall be deemed proprietary information and protected by the provisions of the Contract.
- d. The Contractor shall cooperate with the Aviation Authority in the investigation of any apparent unauthorized access by the Contractor to the Aviation Authority computer or electronic data storage systems or unauthorized release of the Aviation Authority's Data by the Contractor. The Contractor warrants and agrees that its personnel will not remotely access the Aviation Authority's system from a networked computer unless the network is protected from all third party networks by a firewall that is maintained with all patches up to date by qualified, trained and competent administrative staff. Said firewall must be certified by the International Computer Security Association (ICSA) (or an equivalent certification as determined by the Aviation Authority) if the connection to the Aviation Authority's network is an ongoing connection such as broadband or Metro E.

2.18. Contractor Security Officer

Throughout the term of the Contract, Contractor shall designate a security officer that will serve as the principal point of contact for all matters pertaining to information security. The Aviation Authority's security officer, at their sole discretion based on the "need to know" principle, may bypass the project lead(s) and other Contractor personnel and communicate directly with the designated Contractor security officer to discuss and resolve security and privacy issues and concerns.

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2.19. Notices

All notices under this Contract shall be in writing and shall be given by United States Certified Mail Return Receipt Requested postage prepaid addressed to:

To Contractor: _____

With copy to: _____

Attention: _____

To Authority: Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attention: Chief Executive Officer

The Authority's Chief Executive Officer, or designee, shall act as Authority's agent with respect to the Services to be rendered by Contractor hereunder and shall transmit instructions, receive information, and communicate Authority's policies and decisions to Contractor regarding such Services. Either party may change the designee or address for notices by written notice given in accordance with the terms of this Section.

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3. AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

3.1. Lobbying Statement

All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Award. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Award; and written correspondence concerning this Award may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Contractor in order to obtain information or clarification needed to develop a proper and accurate evaluation of this Award. Any official communication from a Contractor during the procurement process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the procurement process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

3.2. Whistle Blower Reporting Line

The Aviation 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 Aviation 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 Aviation 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, or through the online reporting form at 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.

3.3. EEO Statement

Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. The Aviation Authority is an equal opportunity employer.

3.4. Federal Fair Labor Standards Act

All Contracts and subcontracts that result from this Contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

3.5. Occupational Safety And Health Act of 1970

All Contracts and Sub-Contracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor (also known as Consultant) must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

3.6. Discounts

All discounts, **EXCEPT THOSE FOR PROMPT PAYMENT**, shall be considered in determining the lowest net cost for evaluation purposes.

3.7. Funding

The obligations of the Aviation Authority under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Aviation Authority Board.

3.8. Incurred Cost

The Aviation Authority is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for pricing are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Aviation Authority.

3.9. Taxes

The Aviation Authority is exempt from Federal excise taxes and all sales taxes.

3.10. Additional Terms & Conditions

The Aviation Authority reserves the right to reject pricing containing any additional terms or conditions not specifically requested in the original special conditions and/or the terms and conditions.

3.11. Silence of Specifications

The apparent silence of any specifications contractual requirements and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided.

3.12. Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Aviation Authority's prior written consent, which consent may be granted or withheld in the Aviation Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, change in federal identification number or, any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Aviation Authority's prior written consent, the Aviation Authority shall be entitled to terminate this Contract. Assignments require at least 60 days prior notice.

3.13. Indemnification And Limitation of liability

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing: (a) by reason or on account of damage to or destruction or loss of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, Subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Aviation Authority's negligence or by the joint negligence of Aviation Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, Subcontractors, licensees, or invitees, or (b) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (c) arising out of or in connection with any claim, suit, assessment or judgment prohibited by this condition or in favor of any person described in below, or (d) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, Subcontractors, licensees or invitees.

Aviation Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Contractor and the Aviation Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Aviation Authority, representation of both the Aviation Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Aviation Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Aviation Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Aviation Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Aviation Authority or City, either directly or through the Aviation Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Aviation Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the, promises made to Contractor pursuant to this Contract. In any and all claims against the Aviation Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts. No provisions of this condition shall be construed to negate, abridge, or otherwise reduce any other right of

indemnity that Aviation Authority may have as to any party or person described therein.

3.13 Limitation of Liability

- a. Contractor and Subcontractor's aggregate liability for damages as set forth in Section 3.12 will not exceed the value of this Contract **Three Million Seven Hundred Sixty-Five Thousand and Three Hundred Ninety-Four Dollars (\$3,765,394)**.
- b. Irrespective of the cause of action and notwithstanding anything else contained in this agreement, in no event shall either party be liable to the other for any incidental, consequential, or any other indirect loss or damages, or for any lost profits, revenues, or data, or for any exemplary or punitive damages unless expressly included in this clause.
- c. In no event, does the Aviation Authority waive any sovereign immunity rights under FS 768.28.

3.14. Patents and Royalties

The Contractor, without exception shall indemnify and save harmless the Aviation Authority and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the Aviation Authority. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

3.15. Software License to Contractor

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Contractor hereby grants to the Aviation Authority , a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Contractor, and is licensed and provided to the Aviation Authority for its sole use for purposes under this Contract and any attached work orders or invoices. The Aviation Authority may not use or share this software without permission of the Contractor; however the Aviation Authority may make copies of the software expressly for backup purposes.

3.16. Warranty Against Infringement of Intellectual Property

Contractor warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Contractor will defend at its expense any action against the Aviation Authority or the Aviation Authority as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade

secret, and Contractor will pay any and all costs and damages finally awarded against the Aviation Authority or the Aviation Authority as licensee in such actions which is attributable to such claim. Should the products or services become, or in Contractor's opinion be likely to become, the subject of any claim of infringement, Contractor shall either: (a) procure for the Aviation Authority the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect the Aviation Authority's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Aviation Authority; or (d) if none of the foregoing alternatives is reasonably available to Contractor, terminate this Contract and refund to the Aviation Authority the payments actually made to Contractor under this Contract.

3.17. Optional Ownership of Work Product

Contractor agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Contractor for the Aviation Authority pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product" will be and remain the exclusive property of the Aviation Authority.

3.18. Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI)

In the course of performing the Contract work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Aviation Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan

to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Contract. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

3.19. Training

If specified, Contractor(s) may be required at the convenience of the Aviation Authority, to provide employees training in the operation and maintenance of any items(s) purchased from this Contract.

3.20. Acceptance

Items may be tested for compliance with the contractual requirements. Items delivered not conforming to specifications or contractual requirements may be rejected and returned at Contractor's expense. Any increase in cost may be charged against the Contractor.

3.21. Safety Warranty

The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

3.22. Warranty

The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Contract shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Aviation Authority by any other provision of this Contract.

3.23. Awards

As the best interest of the Aviation Authority may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all awards or waive any minor irregularity or technicality in the submittal received. Contractors are cautioned to make no assumptions unless their submittal has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this submittal shall conform to applicable policies of the Aviation Authority.

3.24. Conflict of Interest

The award hereunder is subject to provisions of the laws of the State of Florida. All Contractors must disclose with their Contract the name of any officer, director, or agent who is also an employee of the Aviation Authority. Further, all Contractors must disclose the name of any Aviation Authority employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Contractor's firm or any of its branches.

3.25. Purchasing Contracts With Other Governmental Entities

The Aviation Authority permits the awarded Contractor(s) to extend the pricing, terms and conditions of this Contract to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this Contract or resulting Contract will be responsible for execution of its own requirements with the awarded Contractor (s).

3.26. Drug-Free Workplace

Whenever two or more contracts, which are equal with respect to price, quality, and service, are received by the Aviation Authority for the procurement of commodities or Contractual services, a Contract received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

3.27. Discriminatory Vendor List

An entity or affiliate placed on the Discriminatory Vendor List shall not submit pricing for a Contract to provide goods or services to a public entity, shall not submit pricing on a Contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit prices for leases of real property to a public entity, shall not award or perform work as a Contractor, supplier, Subcontractor, or consultant under any Contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

3.28. Public Entity Crimes

All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit prices on a Contract to provide any goods or services to a public entity,

may not submit prices on a Contract with a public entity for the construction repair of a public building or public work, may not submit prices 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list

3.29. Scrutinized Companies

Contractor shall certify that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

3.30. Licenses and Certifications

The Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to execution of the Contract, Contractor will be required to provide proof of license and/or certification and submit copies of license/certifications to the Purchasing Department. The Contractor is responsible for

obtaining all permits necessary to perform the services. The Aviation Authority does not exempt itself from permitting requirements.

3.31. Subcontractors

The Contractor shall be fully responsible for all acts and omissions of the Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by the Contractor. In the event a qualified Subcontractor is employed, the Contractor shall:

- a. Obtain approval in advance by the Aviation Authority.
- b. Continuously monitor the Subcontractor's performance and shall remain fully responsible to ensure that the Subcontractor performs as required and itself perform or remedy any obligations or functions which the Subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Aviation Authority.
- c. To the extent feasible, the provisions of this Contract shall apply to any such Subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any Subcontractor a party to this Contract, nor make such Subcontractor a third party beneficiary hereof.
- d. The Aviation Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a Subcontractor) shall be submitted to the Aviation Authority by the Contractor and the Aviation Authority shall pay all compensation to the Contractor.
- e. It shall be the sole responsibility of the Contractor to deal with a Subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Aviation Authority have any obligation or liability hereunder to any Subcontractor, including, in particular, any obligations of payment.
- f. If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other Subcontractors that are MWBE and/or LDB certified.

3.32. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Aviation Authority employee. Only those communications, which are in writing from an authorized Aviation Authority representative, may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the company, will be recognized by the Aviation Authority as duly authorized expressions on behalf of the Contractor.

3.33. Litigation Venue

All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Orange County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

3.34. Addition, Deletion, or Modification of Services

The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of Services of this Contract at any time without cause, and if such right is exercised by the Aviation Authority, in good faith negotiation shall be conducted between parties. If work has already been accomplished on the portion of the Contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the Aviation Authority and the Contractor upon completion of such portion.

3.35. Operation During Dispute

In the event the Aviation Authority has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the Contractor and the Aviation Authority, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the court. The Aviation Authority will continue to pay for services rendered during this period of time.

3.36. Contract Termination

The Contract shall commence upon issuance and acceptance of the fully executed Contract. The Aviation Authority retains the right to terminate the Contract, in part or in its entirety, with good cause, upon ninety (90) days prior written notice or as stated herein. In the event of termination by the Aviation Authority, provided herein, the Contractor shall be paid for services performed through the date of termination.

a. Termination for Cause

- 1) If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants or stipulations of this Contract, the Aviation Authority shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date.
- 2) Notwithstanding the above, Contractor shall not be relieved of liability to the Aviation Authority for damages sustained by the Aviation Authority by virtue of any breach of this Contract by Contractor, and the Aviation Authority may withhold any payments to Contractor for the purposes of set-off until such time as the exact amount of damages due the Aviation

Authority from Contractor is determined. This provision shall survive the termination of this Contract and shall not relieve Contractor of its liability to the Aviation Authority for damages.

b. Termination for Convenience of Aviation Authority

The Aviation Authority may terminate this Contract at any time for any reason or no reason at all by giving at least ninety (90) days' notice in writing to the Contractor. If the Contract is terminated by the Aviation Authority as provided herein, Contractor will be paid for the services performed through the Termination Date.

c. Contractor may terminate this Contract by giving at least 90 days' notice to the Aviation Authority. Upon receipt of notice of termination by the Aviation Authority from the Contractor, Contractor shall perform the services through the end of Termination Date and shall be paid for the services performed through the Termination Date.

3.37. Supervision of Contract Performance

During the term of this Contract, the AAR or designee, shall act on the behalf of the Aviation Authority, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes. These must be approved by the the Aviation Authority's Chief Executive Officer or the Aviation Authority Board depending on the circumstances.

3.38. Monitoring of Work

The Contractor shall provide the AAR with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the Contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the Aviation Authority.

3.39. Prompt Payment

For payment promptness, the Aviation Authority shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Aviation Authority does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment. Contractor shall submit for payment by the Aviation Authority the amounts billed to Contractor by Subcontractors

in the billing/payment request submitted first after receipt of the applicable Subcontractor invoice. Contractor shall remit payment to Subcontractors/suppliers, based upon Subcontractors/suppliers invoice, not later than seven (7) days following receipt of payment from the Aviation Authority if Aviation Authority makes payment through an electronic funds transfer, and not later than fifteen (15) days from payment by the Aviation Authority if Aviation Authority makes payment through a paper draft or check. Contractor may not submit to the Aviation Authority for payment any amount based on an invoice of a Subcontractor that Contractor disputes. Contractor shall notify the Aviation Authority promptly of any subcontract/supplier dispute.

3.40. Contractor Responsibilities

Contractor certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the AAR, and that telephone contact and mail correspondence may, in some cases, not be appropriate. The Aviation Authority approved representatives of the Contractor shall be available to meet with the AAR, as may be required, to accomplish the Aviation Authority's objectives as effectively and efficiently as possible, during all phases of this agreement/Contract.

3.41. Right To Audit Records

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the Aviation Authority, and shall be retained by the Contractor for a period of five (5) years after termination of this Contract—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

3.42. Copying Documents

Contractor hereby grants the Aviation Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Aviation Authority with or in connection with the Contractor's Contract or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Aviation Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Aviation Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

3.43. Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLICRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service. Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Aviation Authority. Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Contractor or keep and maintain public records required by the Aviation Authority to perform the service. If the Contractor transfers all public records to the Aviation Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority. If a Contractor does not comply with a public records request, the Aviation Authority shall enforce the Contract provisions in accordance with the Contract.

3.44. Federal Emergency Management Agency (FEMA) Contract Requirements

In the event of a hurricane, civil disturbance, or other declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless there are circumstances beyond control of the Contractor (roadway damage, etc.). **Cost of the service will be at the standard or non-standard working hours at the discretion of the Aviation Authority.** If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements. <https://www.fema.gov/grants/procurement>

3.45. Federal Compliance Provisions

Contractor agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to 2 C.F.R. Part 200, Appendix II. Standards, orders or regulations that are not applicable to the scope of work will not be required of the Contractor. To the extent applicable, the Contractor shall cause the inclusion of the provisions of these provisions in all subcontracts.

- a. **Equal Employment Opportunity:** For any federally assisted construction Contract, as defined in 41 CFR 60-1.3, the Contractor, Subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.
- b. **Davis–Bacon Act:** For any federally assisted construction Contract, in excess of two thousand dollars (\$2,000), the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.
- c. **Contract Work Hours and Safety Standards Act:** For any federally assisted Contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).
- d. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- e. **Debarment and Suspension:**
 - 1) Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the

Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- 2) Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and subconsultants after Contract award. a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). b. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. d. The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- f. **Clean Air Act and the Federal Water Pollution Control Act:** For any federally assisted Contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the Contractor, Subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).
- g. **Energy Policy and Conservation Act:** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.
- h. **Federal System for Award Management:** A order/Contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory of the Aviation Authority.
- i. **Title Vi List of Pertinent Nondiscrimination Acts And Authorities**
During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

j. **Procurement of Recovered Materials:**

- 1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- 2) Competitively procured within a timeframe providing for compliance with the Contract performance schedule;
- 3) Meeting Contract performance requirements; or
- 4) At a reasonable price.
- 5) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 6) Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

k. **Additional FEMA Requirements:** The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity Contracts. FEMA, pursuant to this Aviation Authority, requires or recommends the following:

- 1) Access to Records. The following access to records requirements apply to this Contract:
 - a) The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
 - d) In compliance with the Disaster Recovery Act of 2018, the non-fed entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General

of the United States.

2) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3) No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non -- Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

4) Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

[The remainder of the page is intentionally blank.]

4. CONTRACT

This Agreement/Contract is made and entered into effective as of the 1st day of September, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and **ELECTROSONIC, INC.**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to provide warranty, maintenance, support, and inspection services of the EME at OIA at the STC including elements in both the Landside Terminal including The Portal and Airside Concourse including Windows on Orlando and The Moment Vault located on Airside in the Palm Court area herein called features, and all other accessories, services, facilities, activities, and procedures and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Contract 09-22, Experiential Media Environment (EME) Maintenance and Support Services, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Exhibit "A" – Scope of Work and Exhibit "B" - Fees, the Contractual Requirements, the Terms and Conditions, and the Federal Provisions, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Aviation Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

In no event shall Contractor be entitled to recover from the Aviation Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to the Terms and Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Aviation Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Aviation Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the Contract provisions, the compensation as set forth in **Price Form Page** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal.

Official Seal

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Its: _____

Date: _____

Attest:

Secretary

WITNESSED BY:

"CONTRACTOR"

Electrosonic

(Name of Contractor)

Howard McKay
Howard McKay [Sep 6, 2022 16:57 GMT+1]

Howard McKay

Group General Counsel
Sep 6, 2022

Approved as to Form and Legality
this 21 day of September 22
Nelson Mullins Riley & Scarborough, LLP
By: [Signature]
Greater Orlando Aviation Authority

By: Ewan Smith (Seal)
(Signature of Owner or General Partner)

Its: President & MD
(Title)

Ewan Smith
Name of Owner or General Partner Printed/Type

Date: Sep 6, 2022

Performance Bond No.: 107662092

Performance Bond Expiration Date: 09/15/2023

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that Electrosonic Inc.

Travelers Casualty and Surety Company of America, hereinafter called Principal, and

Connecticut, a corporation organized under the laws of the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Aviation Authority, in the Penal Sum of **Three Hundred Thirty-Two Thousand and Two-Hundred Forty-Four Dollars (\$332,244.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for Purchasing Contract 09-22, Experiential Media Environment (EME) Maintenance and Support Services, at Orlando International Airport, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays the Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Aviation Authority for all such loss or damage (including, but not limited to, reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Aviation Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon the Aviation Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by the Aviation Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by the Aviation Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by the Aviation Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the contractual requirements and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Aviation Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 15th day of September, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the Aviation Authority of its governing body.

Signed, sealed and delivered in the presence of:

Electrosonic Inc.
Principal (Name of Contractor)

Howard McKay
Howard McKay (Sep 15, 2022 18:16 GMT+1)

Witness

Chase Leonard
Chase Leonard (Sep 15, 2022 11:53 EDT)

Witness

(Seal)



By: Ewan Smith
Ewan Smith (Sep 15, 2022 14:03 EDT)

(Signature)

Its: President & MD

(Title)

Travelers Casualty and Surety Company of America
Name of Surety

By: Shelly Andrade
(Signature)

Its: Attorney-in-Fact
(Title)



Address: One Tower Square, Hartford, CT 06183

Telephone No.: 1-800-238-6225

Fax No.: 1-888-655-8444

E-Mail Address: AKIELY@travelers.com

N/A

(Countersignature by
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

IMPORTANT:

Surety companies executing bonds must meet the requirements set forth in Section 2 of the Contract's Special Conditions.

OATH OF SECRETARY
GREATER ORLANDO AVIATION AUTHORITY

I, Howard McKay, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that Ewan Smith who signed the said Bond(s) on behalf of the Principal was then President of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by the Aviation Authority of its governing body.

Howard McKay
Howard McKay (Sep 15, 2022 18:16 GMT+1)

Secretary

(Corporate Seal)












Electrosonic GOAA_bond requirement

Final Audit Report

2022-09-15

Created:	2022-09-15
By:	Chase Leonard (chase.leonard@electrosonic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzIN1QDcRlaLTFTIMVX1tkCbQcPI2Qilj

"Electrosonic GOAA_bond requirement" History

-  Document created by Chase Leonard (chase.leonard@electrosonic.com)
2022-09-15 - 3:50:58 PM GMT
-  Document e-signed by Chase Leonard (chase.leonard@electrosonic.com)
Signature Date: 2022-09-15 - 3:53:54 PM GMT - Time Source: server
-  Document emailed to Howard McKay (howard.mckay@electrosonic.com) for signature
2022-09-15 - 3:53:56 PM GMT
-  Email viewed by Howard McKay (howard.mckay@electrosonic.com)
2022-09-15 - 5:16:16 PM GMT
-  Document e-signed by Howard McKay (howard.mckay@electrosonic.com)
Signature Date: 2022-09-15 - 5:16:27 PM GMT - Time Source: server
-  Document emailed to Ewan Smith (ewan.smith@electrosonic.com) for signature
2022-09-15 - 5:16:29 PM GMT
-  Email viewed by Ewan Smith (ewan.smith@electrosonic.com)
2022-09-15 - 6:03:15 PM GMT
-  Document e-signed by Ewan Smith (ewan.smith@electrosonic.com)
Signature Date: 2022-09-15 - 6:03:31 PM GMT - Time Source: server
-  Agreement completed.
2022-09-15 - 6:03:31 PM GMT



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Shelly Andrade of Warwick, RI, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107662092
OR

Principal: Electrosonic Inc.
Obligee: Greater Orlando Aviation Authority

Project Description: Experiential Media Environment (EME) Maintenance and Support Services

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of September, 2022.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: **\$332,244.00**

BENEFICIARY: Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of _____
[Company Name] (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ [Bank Name] Irrevocable Letter of Credit No. _____, dated _____," and must be accompanied by a statement in the form attached hereto as Exhibit A (which is incorporated in this letter of credit by this reference). Such statement must be signed by the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Aviation Authority"), or designee, and must provide the following:

- A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Purchasing Contract 09-22, Experiential Media Environment (EME) Maintenance and Support Services at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Aviation Authority (the "Contract"); and
- B. Certification of the amount of damages or expenses which, in his belief or determination, the Aviation Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or
- C. Certification (1) that the Company has failed to provide to the Aviation Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Contract in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

Irrevocable Stand-by Letter of Credit
Page 2

Additionally, each draft drawn hereunder shall be paid from the funds of _____ [Bank Name]. If a drawing is made by you hereunder at or prior to 11:00 a.m., local time, on a business day, payment shall be made to you or to your designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3:00 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made by you after 11:00 a.m., such local time, on a business day, payment shall be made to you or to your designee of the amount specified, in immediately available funds, not later than 3:00 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 36 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for thirty (30) days following the date of our resumption of normal business operations.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

(Bank Name)

By: _____
(Signature)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

EXHIBIT A

**GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM**

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

The undersigned, who is the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Aviation Authority"), or the duly authorized designee of same, hereby certifies to _____ [Bank Name] that [A, and either B or C are required]:

- A. _____ [Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Purchasing Contract 09-22, Experiential Media Environment (EME) Maintenance and Support Services, at Orlando International Airport, by and between the Company and the Aviation Authority (the "Contract").
- B. In the belief or determination of the undersigned, the amount of damages or expenses which the Aviation Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals \$ _____; or
- C. The Company has failed to provide the Aviation Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Contract in accordance with such terms, and that the amount of the required replacement bond or letter of credit is \$ _____.

Dated this _____ day of _____, 20_____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Title: _____

5. **SUBMITTALS/ATTACHMENTS This is all worded as if it is a competitive submittal**

- a. **DO NOT MODIFY OR REISSUE THE PRICE FORM; USE THE PRICE FORM PROVIDED.** The Excel Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with the submittal.
 - b. The Contract must contain a signature of authorized representative in the space(s) provided. The Contract must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any entry must be initialed.
 - c. The Attachments must be submitted on forms provided by the Aviation Authority. No other forms will be accepted. The following attachments and forms must be completed, and signed and will be incorporated in the Contract..
- Price Form - The Excel Price Sheets must be completed electronically on the provided Excel spreadsheet, saved to the USB drive, and print out one original To be attached and incorporated in the Contract.
 - Attachment A - Contractor's Questionnaire.
 - Attachment B - Price Form.
 - Attachment C – Contractor's Certification Form.
 - Attachment D - Conflict of Interest Disclosure Form.
 - Attachment E – Scrutinized Company Certification Form.
 - Attachment F - Contractor's W-9
 - Attachment G - Certificate of Insurance

Attachment A - Contractor's Certification

I have carefully examined the Contract and any other documents accompanying or made a part of this Contract.

I hereby propose to furnish the goods or services specified in this Contract at the prices or rates quoted in my submittal. .

I agree to abide by all conditions of this Contract and understand that a background investigation may be conducted by the Aviation Authority prior to start of Contract.

I certify that all information contained in this Contract is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Contract on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform the Contract.

I certify, under oath, that this Contract is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Contract for the same product or service. I further certify that no officer, employee or agent of the Aviation Authority or any other Contractor has a financial interest in this Contract. I further certify that the undersigned executed this Contractor's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company	<i>Sworn to and subscribed before me by means of:</i>
	<input type="checkbox"/> <i>physical presence or</i> <input type="checkbox"/> <i>online notarization</i>
Contractor's Signature	<i>this day of _____ 20__</i>
Print Name and Title	<i>by _____ who is</i>
	<input type="checkbox"/> Personally Known; or <input type="checkbox"/> Produced Identification. Type of identification produced:
Address:	<i>[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)</i>
	(STATE OF FLORIDA Seal
Date	COUNTY OF _____)
Duns Number	
Federal Tax Id Number	Notary Signature: _____
	Notary Public My Commission Expires:
Email:	Printed, typed or stamped commissioned name of Notary Public

The Aviation Authority only requires Company Federal Tax Id numbers. The Aviation Authority is not requesting individual social security numbers.

Attachment B – PRICE FORM

**GREATER ORLANDO AVIATION AUTHORITY
PURCHASING CONTRACT 09-22**

A PRICE FORM IS ACCOMPANIED WITH THIS SINGLE SOURCE REQUEST AS A MICROSOFT EXCEL SPREADSHEET. DO NOT MODIFY OR REISSUE THE PRICE FORM; USE THE PRICE FORM PROVIDED. The Excel Price Sheets are to be completed electronically on an Excel spreadsheet. Submit the Price Form as detailed in the instructions for the Submittals listed in this Section.

Contractor's prices shall remain firm for the duration of the Initial Term of the Contract. Any anticipated increases in Contractor's costs during the initial term of the Contract must be reflected in its prices set forth in its Price form. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Contractor's mistake or miscalculation of prices, underestimation of costs, or for any other reason.

The Contractor's Unit Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of performance bond and U.S. Customs and Border Protection bond, hologram badge and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the C would expect to receive or recover from the Aviation Authority in performing the services.

The Contractor agrees provide all hardware, software, tools, equipment, lifts, materials, labor, supervision, project management and all other items necessary or proper for, or incidental to, provide warranty and maintenance services for the EME at OIA in accordance with this Statement of Work as described in the Contract Documents.

EXPERIENTIAL MEDIA ENVIRONMENT (EME) MAINTENANCE AND SUPPORT

TOTAL FIVE (5) YEAR PRICE:

_____ \$ _____
(Print Dollar Amount)

Note: The figure shown above must match the figure shown on the Price Form Sheet (Excel Worksheet) as the "Total Five (5) Year Price."

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

Attachment C - Contractor's Questionnaire

The following questionnaire is to be completed by the Contractor and provided with its submittal. If a question is not applicable, so indicate by writing "N/A".

1. CONTACT INFORMATION

Name of Company	
Contact Individual	
Contact Address	
City, State, Zip	
Telephone Number	
Email Address	

2. AUTHORIZED SIGNATORIES

The Contractor represents that the following persons are authorized to sign Contracts and related documents to which the Contractor will be duly bound. The Aviation Authority will verify all named signatories on Sunbiz.org. If the authorized person is not registered on www.Sunbiz.org, the Contractor should provide with their submittal proof of authorization.

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>

3. EXPERIENCE

- a. Years in business: _____
- b. Years in business under this name: _____
- c. Years performing this type of work: _____

4. CONTRACTOR'S PERSONNEL AS LISTED IN EXHIBIT "A", STATEMENT OF WORK

- a. Provide the Resume and certifications of each technicians.

Attachment D - Conflict of Interest Disclosure Form

The award of this Contract is subject to the provisions of Chapter 112, Florida Statutes. The Contractor must disclose within their submittal the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the Aviation Authority.

By submission of this Contract, the undersigned certifies, under penalty of perjury, which to the best of their knowledge and belief, have met the Florida Statute.

Comments:

Acknowledged by:

Firm Name:

Signature of Authorized Representative:

Name and Title (Print or Type):

Date:

Attachment E - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this is for a Contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the Aviation Authority may immediately terminate any Contract upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any Contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

Attachment F - Current W9

Request for Taxpayer Identification Number and Certification ►
Go to www.irs.gov/FormW9 for instructions and the latest information.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ELECTROSONIC INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 9400 SOUTHRIDGE PARK COURT, SUITE 800	Requester's name and address (optional)
6 City, state, and ZIP code ORLANDO, FL 32819	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
4	1		-	0	9	8	9	7	2	9	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 8/15/22
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 8000 Norman Center Drive, Suite 400 Bloomington, MN 55437	CONTACT NAME: Maureen Reilly PHONE (A/C, No, Ext): 612 509-1905 E-MAIL ADDRESS: maureen.reilly@usi.com	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : North American Capacity Insurance Co.</td> <td>25038</td> </tr> <tr> <td>INSURER D : Underwriters at Lloyd's London</td> <td>L0032</td> </tr> <tr> <td>INSURER E : Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C : North American Capacity Insurance Co.	25038	INSURER D : Underwriters at Lloyd's London	L0032	INSURER E : Travelers Indemnity Company of CT	25682	INSURER F :
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INSURER E : Travelers Indemnity Company of CT	25682														
INSURER F :															


INSURED
Electrosonic, Inc.
 4501 Vineland Road, Suite 102,
 Orlando, FL 32811

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	630468M3732	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA1L233836	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP9H324245	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB8J445182	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/E&O			C4LQV204443CYBER20	02/28/2022	02/28/2023	\$5,000,000
D	INV/IM/Install			MC1000426	12/31/2021	12/31/2022	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Such above referenced liability insurance shall name the Aviation Authority and the City of Orlando, and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insured with respect to general liability and auto liability.

CERTIFICATE HOLDER The Greater Orlando Aviation Authority 8652 Casa Verde Road, Building 811 Orlando, FL 32827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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6. Exhibit A – Statement of Work for Experiential Media Environment (EME) Maintenance and Support Services

6.1. Statement of Work

The Contractor shall provide all hardware, software, tools, equipment, lifts, materials, labor, supervision, project management and all other items necessary or proper for, or incidental to, provide warranty and maintenance services for the EME at OIA in accordance with this Statement of Work.

6.2. Overview

- a. The Contractor shall be responsible for providing warranty, maintenance, support, and inspection services of the EME at OIA at the STC including elements in both the Landside Terminal including The Portal and Airside Concourse including Windows on Orlando and The Moment Vault located on Airside in the Palm Court area herein called features.
- b. The EME equipment is to be maintained in a manner that is consistent with the design intents of the system, capable of operating 24 hours per day, 7 days a week, and 365 days a year.
- c. The Contractor shall provide, as defined herein:
 - 1) Warranty services.
 - 2) Extended Warranty services.
 - 3) Maintenance services:
 - a) On-site and on-call technical support; and
 - b) Documentation and training services.
 - 4) Preventative Maintenance services.
 - 5) Operational services.
 - a) Adjustments to the existing system on an as needed basis.
 - 6) Enhancement services as requested by the Aviation Authority from time to time to update content delivery capabilities through change management process approved by the Aviation Authority in advance for addition of new content, upgrades to software supporting content delivery, and hardware or component upgrades.

- a) Enhancement services are subject to a negotiated cost and function on the basis of hourly costs listed in the contract.
 - b) All enhancement services necessary to deploy an approved change request solution and software to satisfy all requirements of the change request as approved by the Aviation Authority.
 - c) Software design and any Aviation Authority-approved customization services necessary to deploy a change request to support the functions defined in the Change Request.
 - d) Testing services – both in the Contractor’s facilities and in the Aviation Authority’s facilities – as specified herein to verify that the designed equipment and software satisfies all requirements of the approved Change Request.
 - e) Program management services to ensure that the project is completed on time to the Aviation Authority’s satisfaction.
- 7) The EME is installed and maintained on a routed LAN separate from the Aviation Authority’s corporate LAN. The EME LAN will be maintained by the Aviation Authority.
 - 8) Standard system reports will be provided by the Contractor as determined between the parties, and agreed in writing.

6.3. Performance Requirements

- a. Any work required beyond that, which is specified herein, shall be submitted in advance to the AAR as a COR including an estimate of cost for the work. At no time shall work beyond the scope be performed without prior written authorization from the AAR.
- b. System operability and proper installation shall be verified through operational services, which includes scheduled inspections and successful completion of testing.

6.4. Division Requirements

- a. The Statement of Work specification/requirements included are as follows:
 - 1) 27 05 00 – Common Work Elements for Communications.
 - 2) 27 42 20 – Electronic Dynamic Signage System.
 - 3) 27 42 23 – Experiential Media Environment.

- 4) 27 42 24 – EME AV Specialty Systems.
- b. The Contractor will follow the guidelines in Division 27 as listed above to the extent that they are applicable and within the Statement of Work.

6.5. As Built Drawings

- a. As-built drawings will be provided by the Contractor during the project to the Aviation Authority and are not directly attached to the Statement of Work.
- b. The location and type of EME devices are displayed in the As-Built drawings.
 - 1) EME server access is at the following locations:
 - 2) EME Control Room – 01.5764
 - 3) EME Equipment Room – 01.5763
 - 4) Moment Vault MDF – 01.4062
 - 5) Windows on Orlando IDF – 02.3385
- c. In the event of conflict, this Statement of Work supersedes Drawings.

6.6. Use of Premises

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and debris from and about the premises, as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for use by the Aviation Authority.

6.7. Safety and Protection

- a. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.
- b. Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor is required to inform all workers and concerned persons of MSDS on all products being utilized on this project. Unless agreed in writing between the parties, no materials or equipment will be left unattended or stored on the project site at any time.

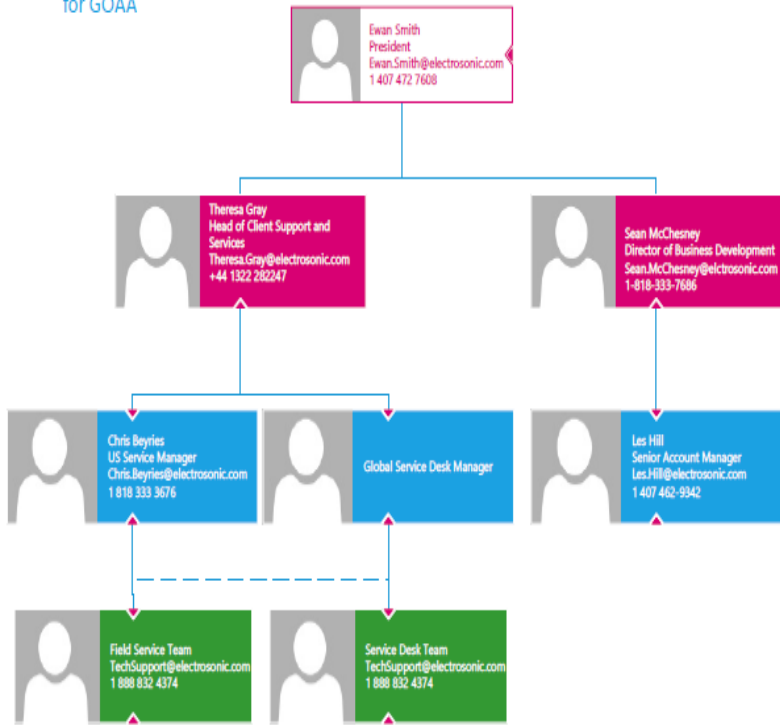
6.8. Regulations

- a. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- b. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- c. Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- d. During the performance of this Contract, Contractor shall keep current and, if requested by the Aviation Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

6.9. Work Hours:

- a. The EME system operates 24 hours per day, 7 days per week and 365 days per year. Certain maintenance activities may be performed during standard work hours, however maintenance services requiring access to portions of the Landside Terminal or Airside Concourse that affect passenger movement must be done between midnight and 4:00 a.m.
- b. The Aviation Authority may require the Contractor to perform work during Non-standard Work Hours, on weekends or on national holidays. Contractor shall perform work only with prior written permission of the AAR.
- c. Response Time: Contractor shall response to a service request verbally by telephone or via email and shall acknowledge the AAR or designate within four (4) hours of receiving the notification. Contractor shall commence on-site repair or replacement services after coordinating with the AAR for a mutually agreed upon course of action.
- d. Non-Response Time: In the event that the AAR receives no response within the four (4) hour period, or at any time there is a need, a contact escalation can be made. Contact escalations are listed in the Figure 1.

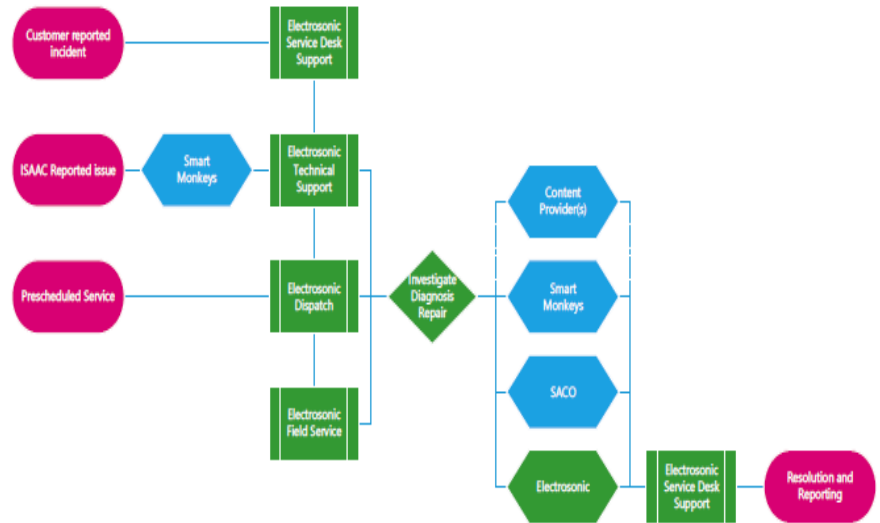
ELECTROSONIC Service Org Chart for GOAA



ELECTROSONIC Responsibility for GOAA



ELECTROSONIC Service Work Flow for GOAA



- e. Actual Charges: Charges will be for actual hours worked on the Aviation Authority's site when reporting in and out the Central Plant or the Maintenance Administration building. Time required for travel to and from the Aviation Authority's site is not eligible for reimbursement. Such time should be included in the Contractor's overhead cost.

6.10. Contractor's Personnel:

- a. Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- b. Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.
- c. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- d. Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.
- e. Contractor shall transfer promptly from the airport any employee or employees that the Aviation Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- f. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all "lost and found" articles found by its employees on Aviation

Authority's premises are turned over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.

- g. A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport. Each of the Contractor's motor vehicles brought onto the Aviation Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- h. While working on airport property all Contractor's employees shall wear neat-appearing attire and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- i. Contractor Personnel Security Orientation. Prior to working in the construction area, the Contractor shall inform all Contractor personnel of these requirements and, from time to time, other security provisions adopted by the Contractor. All new employees shall also be briefed on these requirements prior to working in the construction area. All authorized unescorted employees requiring access will receive security training prior to being issued Airport Identification Media. All authorized signatories for each company requesting access will receive specialized training from the Access Control Office regarding processes, access and required documentation as well as fees.

6.11. Items Provided by the Aviation Authority:

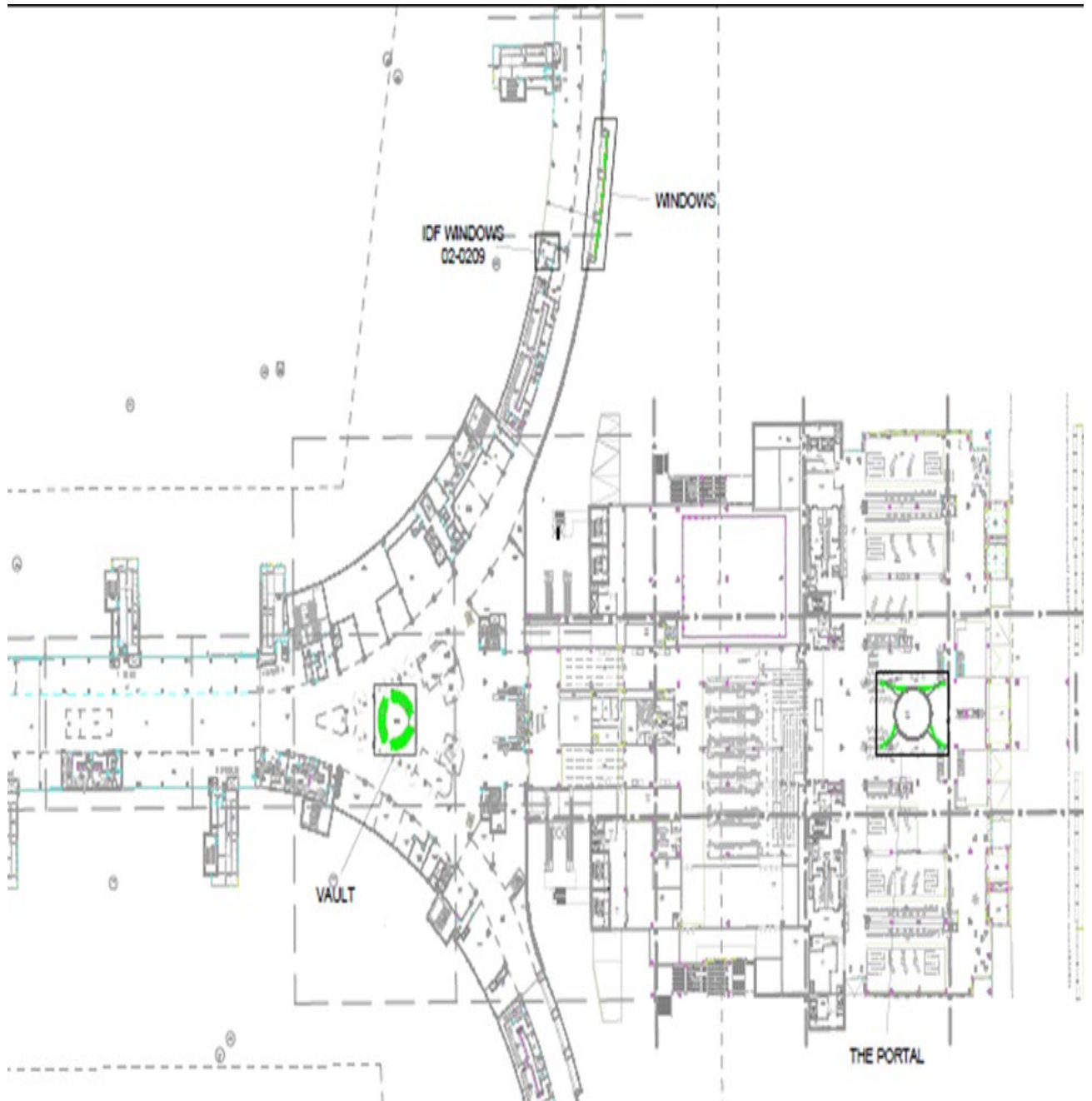
- a. The Aviation Authority will provide Contractor with electrical access needed to perform the services.
- b. The Aviation Authority will provide the Contractor with parking for the Contractor's employees while performing the work specified herein.

6.12. EME Locations

Diagram 1 provides a high-level overview of the EME feature locations and summarizes each feature.

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Diagram 1: Overview of EME Feature Locations



6.13. Equipment Replacement

- a. This section provides the requirements for the EME equipment replacement to be supplied by the Contractor.
- b. During warranty phase, Contractor shall endeavor to replace any piece of equipment from new equivalent equipment not from Attic Stock. If Attic stock needs to be drawing from, Contractor shall make all efforts to replace items drawn as quickly as possible. Attic stock draws must be coordinated with the AAR or designee.
- c. During maintenance phase, Contractor may draw from Attic stock equipment to replace malfunctioning equipment.
- d. Equipment drawn from Attic stock shall be sent back to the manufacturer. The Contractor shall be responsible for all costs associated with the repair and/or return of components and/or subsystems, and the shipping charges to and from the Contractor's repair facilities.
- e. Contractor shall identify critical components needed for Attic Stock in a secure facility to be provided by the Aviation Authority, including but not limited to:
 - 1) SACO NANO 4K LED processors for all EME Media.
 - 2) LED Tiles of identical make, model, and technical specification for both 2mm and 4mm tile stocks.
 - 3) SACO data extenders.
 - 4) Spare cables for no less than 10 years normal operations.
- f. The Contractor may supply other equipment not in Attic Stock.

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7. MONITORING SYSTEM

7.1. Equipment Monitoring

- a. The Contractor will monitor equipment and report any issues.
- b. Contractor must acknowledge by responding to any deficiencies noted during inspections within twenty-four (24) hours and define a timeline for issue resolution to the Aviation Authority.

7.2. System Alarms

- a. Abnormal status conditions shall be flashed on monitor(s) and accompanied with an alarm that shall create an entry in the Contractor's helpdesk system. Alarms will also be available in the portal console system for viewing.
- b. Alarms are configured by the Contractor. Alarms may be turned off or on and configured to manually or auto reset.
- c. Alarms shall be configured to forward an email to the Aviation Authority's designated support group for informational purposes and tracking.

7.3. System Security

- a. If software updates are required, they shall be downloaded/uploaded via the Contractor's GOAA VPN or perform the updates onsite. GOAA issued VPN's are to individually named people and cannot be shared.
- b. The Contractor shall notify appropriate the Aviation Authority personnel within four (4) hours, by completing form Notice of Personnel Change, of any authorized support personnel that changed functional support responsibilities or terminated employment while still possessing valid user names and passwords to access the Aviation Authority LAN/WAN infrastructure.
- c. The Contractor shall provide the Aviation Authority evidence of sufficient training for all users provided with access to the system.

7.4. EME Data Backup and Archiving

Within 90 days upon the Effective Date of this Contract, the Contractor shall provide a recommended backup strategy for the entire EME system related to the Scope of Work. This will be done in collaboration with the contractors and the Aviation Authority. This strategy package will present the type and characteristics of the data being part of the system (content, configuration files, logs, programming code, etc.), as well as a recommended backup and storage plan for risk mitigation.

7.5. EME Disaster Recovery

There are no specific duties related to the disaster recovery situation. The System will be brought back up in a manner to be coordinated with the Aviation Authority.

7.6. Training

- a. If requested, and subject to additional cost, training may be required for the Aviation Authority's personnel.
- b. All instructors shall be fluent in English, possess clear communication skills, shall be familiar with EME technical information and all hardware and software functions, and shall be able to utilize proper methods of instruction, training aids, audiovisuals, etc. to provide effective instruction.
- c. The Contractor shall provide a maximum of sixteen (16) hours of training per year as part of the Contract. Additional training is based on hourly rates and negotiated between the parties.
- d. The Contractor shall submit a training program plan to the Aviation Authority for approval consistent with the CDS Technical Guidelines Document. Training will include ISAAC course for senior level personnel.
- e. The Contractor shall digitally record (to MP4 or other standard format) at least one (1) training session of each course, and provide a digital recording at the conclusion of each class. The Contractor shall permit the Aviation Authority or its designated representative to record all training sessions. The Aviation Authority shall have unrestricted use of all video records and not be subject to any use fee.
- f. At the completion of training courses, all trainees that complete the course shall receive a certificate of successful completion.
- g. In addition to formal training courses, the Contractor shall provide informal field training while conducting on-site technical support services during the initial revenue service period.
- h. At the Aviation Authority's request and expense, the Contractor shall, during the maintenance period, provide additional repeated sessions of any of the courses provided under this Contract.
- i. Training shall be conducted remotely or at a location approved by the Aviation Authority. Hours for training shall be between 7:00 AM and 7:00 PM, Monday through Friday, unless otherwise specifically requested by the Contractor and permitted by the AAR minimum of not less than twenty-one (21) days prior to the scheduled training. Training shall be limited to a maximum of eight (8) hours per training session per day.

- j. For each course, the Contractor shall prepare and submit for the Aviation Authority's approval, a course schedule and curriculum. The training shall provide the Aviation Authority's personnel with information and skills needed to instruct the Aviation Authority's personnel to operate, maintain, and support the EME equipment. The Contractor shall submit for the AAR's review and approval training curricula. The curricula shall meet all training requirements and indicate course content, training time requirements, pre-requisites, minimum skills and who should attend.

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8. Warranty Services:

8.1. Warranty Repair

- a. The Contractor shall be responsible for all costs associated with the repair and/or return of components and/or subsystems, and the shipping charges to and from the Contractor's repair facilities, and the costs associated with their re-installation under the Warranty Repair Agreement. The Contractor shall be responsible for meeting with the Aviation Authority to determine the schedule of repairs. Contractor may perform, at their option the required repairs at the Aviation Authority facilities, with any necessary personnel, tools and materials at the Contractor's own expense.
- b. Compensation for Unresponsiveness. In the event the Contractor fails to comply promptly with their obligations under these specifications or with a request by the Aviation Authority to repair, replace or correct the failed components, subsystems, equipment or materials, the Aviation Authority shall upon written notice to the Contractor, have the right to deduct the cost of labor and materials from any compensation due or become due to the Contractor. In the event the Contractor has been paid, the Contractor agrees to compensate the Aviation Authority for the costs thereof.
- c. Access to Equipment. The Contractor shall follow the proper Aviation Authority's procedures for gaining access to the EME equipment in the field. The Contractor shall not modify or repair any equipment in revenue service without the approval of the Aviation Authority's CO or an AAR.

8.2. Warranty Repair Reporting

- a. During the entire hardware warranty period, the Contractor shall document all Contractor-performed repairs and adjustments of equipment.
- b. The Contractor shall submit a repair report in Microsoft (MS) Excel format at the end of each month. Each Repair Report shall provide time, day, type of equipment, equipment number, type of failure, type of repair or adjustment, and performed by whom
- c. Monthly Repair Reports shall be submitted electronically with the capability to be managed using Microsoft (MS) Excel or other Aviation Authority approved software.
- d. In addition to the Monthly Repair Report, the Contractor shall provide the Aviation Authority with an Out-of-Service Report, indicating how long any component was out of order and the Attic stock status for each item pulled from inventory.

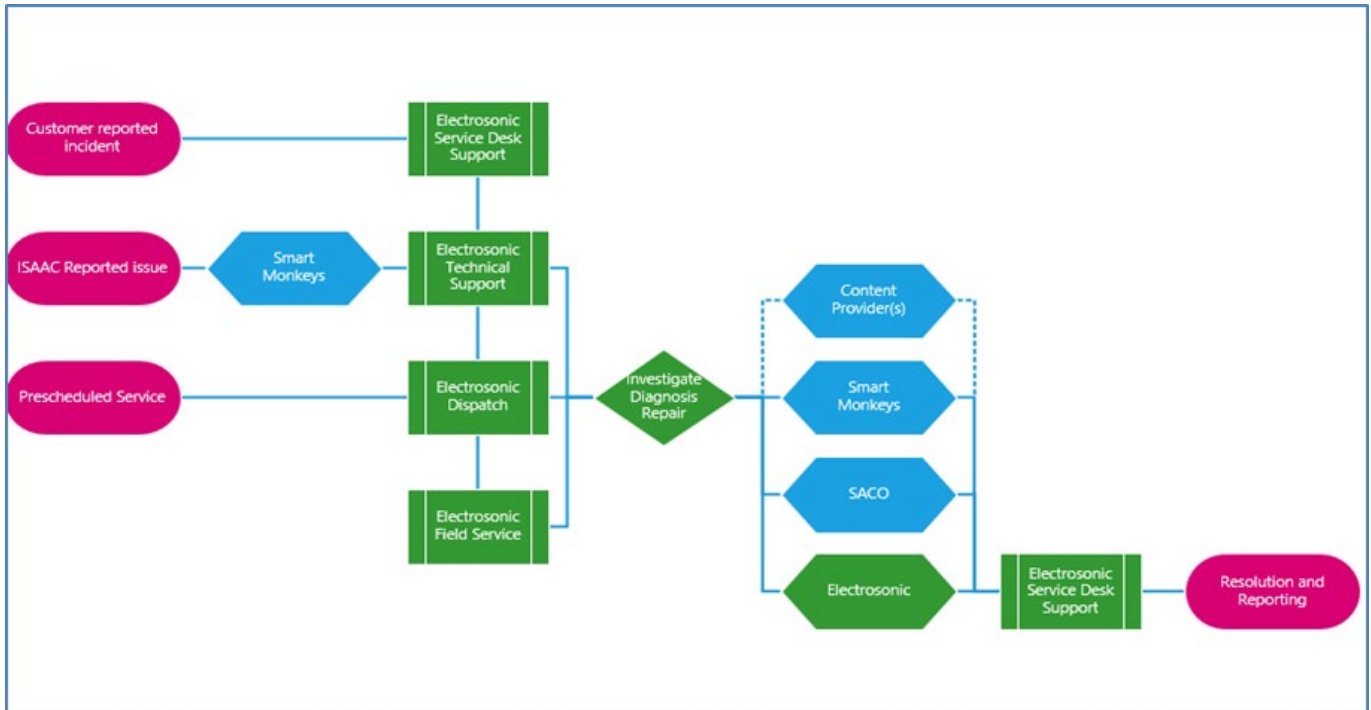
8.3. Warranty Conditions

- a. Warranty periods for hardware will vary depending on the type of hardware. The Contractor shall provide a comprehensive list of all major hardware and components with their service date, warranty period, warranty expiration date at the commencement of the Contract.
- b. During the equipment warranty period, the Aviation Authority's Information Technology Services staff will be the first point of contact for all support calls and equipment failures.
 - 1) After the Information Technology Services staff have performed their initial diagnostics, they shall determine if Contractor assistance is needed.
 - 2) If assistance is requested, a helpdesk ticket will be initiated on the Contractor's Helpdesk system either by phone, by email, by entry into the Helpdesk Customer Portal.
- c. Warranty support may also be initiated by the Contractor as part of the ongoing duties dictated by this SOW.
- d. The Contractor shall be responsible for all software and hardware costs associated with warranty work as part of the Warranty agreement.
- e. No warranty period shall end unless all Monthly Repair reports are completed, delivered, and approved by the Aviation Authority.

8.4. Warranty Support Requirements

- a. The Contractor shall be available for all support calls on a 24/7, 7 days a week, 365 days per year basis and provide any equipment necessary to perform the warranty work during the warranty period.
- b. General support workflow for all types of support are listed in Figure 2.

Figure 1 – General Support Workflows



- c. Response time. The Contractor shall acknowledge an issue within four (4) hour of the Aviation Authority’s initial call and shall arrive onsite on a best efforts basis. Note: This will not preclude the Aviation Authority from being able to escalate the issue if there is a perception of an inadequate response.
- d. Availability of tools and lifts. The Contractor shall supply all tools and supporting equipment such as lifts in a manner that supports a best efforts basis. Larger tools and equipment needed may be stored onsite provided that the space has been approved by the AAR.
- e. Certifications to operate equipment. The Contractor shall be responsible for all necessary licensing, training, certifications etc. necessary to operate any equipment needed for the Scope of Work. All individual operators must possess suitable documents and permits for legally operating said equipment and may be asked to show such documents by the Aviation Authority.
- f. The Contractor shall coordinate with the AAR for laying any suitable floor protection, barriers, stanchions or other such items when performing warranty services.

8.5. Warranty Coverage Reports

- a. The Contractor shall submit a monthly report to the Aviation Authority detailing all service calls performed that includes the number of service calls made by device type and the number of service calls made by problem type.
- b. The Contractor shall submit to the Aviation Authority a monthly report of all preventative maintenance performed each month.

8.6. Hardware Warranty Services

- a. The Hardware Warranty period begins upon the Aviation Authority acceptance of the EME System.
- b. Hardware items repaired or replaced under the Hardware Warranty shall be warranted against further failures and defects for a period of one hundred and twenty (120) calendar days or the remaining EME Maintenance Contract Period, whichever is longer.
- c. Remedial Work. The remedial work to correct deficiencies shall include the repair or replacement, at the Contractor's option, of equipment, components, devices and/or materials including all applicable software and firmware as warranted by third party suppliers. The Aviation Authority shall authorize all remedial work prior to implementation.
- d. Negligence. The Hardware Warranty shall not apply to any equipment which has been damaged through accident or negligence, or which has been subject to anything other than normal use. Temperature, humidity and ambient electrical conditions described in the specifications shall be considered normal operating conditions for this system.

8.7. Software Warranty Services

- a. The Software Warranty Period begins upon Aviation Authority Acceptance of the EME System.
- b. Software Warranty shall extend for the duration of the Contract and any extensions if applicable.
- c. All warranties supplied by the providers of COTS software shall be conveyed to the Aviation Authority upon delivery.
- d. Software Warranty Activities. During the Software Warranty Period, the Contractor shall provide the services described below.
- e. Software Corrections

- 1) The Aviation Authority shall notify the Contractor of any suspected software defects, and provide all available and pertinent information about the defect. The Aviation Authority has determined that all defects will be treated under the same level of severity.
- 2) The Contractor shall provide corrections for software Defects for evaluation which may include temporary workarounds, which may be deployed at the Aviation Authority's discretion, to alleviate the effects of the defect; in such cases, the Contractor shall continue working toward a final solution to be made available as soon as possible.
- 3) All corrections and workarounds for software Defects shall be accompanied by software release documentation that describes the defect and proposed solution, identifies software modules affected and new version control numbers, defines means to confirm the effectiveness of the fix, and provides installation and removal procedures.
- 4) Deployment of verified software corrections shall be at the Aviation Authority's discretion. The Aviation Authority may elect to defer deployment of software corrections and to bundle multiple software corrections into a single deployment. At the Aviation Authority's request, the Contractor shall prepare the necessary procedures to enable the deployment of any such bundled corrections, which may include Software Updates provided as described below.

f. Software Updates

- 1) During the Software Warranty Period, the Contractor shall make available updates to all software supplied as part of the EME Software. These updates shall include all routine "service packages" provided by Contractor-supplied COTS software suppliers, as well as all relevant updates to EME Software developed by the Contractor during the course of servicing the EME Software and other customers with similar systems. Unless the Contractor determines that the software update is required, the Aviation Authority shall determine whether to apply the software update to the EME Software. For each update the Contractor mandates or the Aviation Authority elects to apply, the Contractor shall develop the procedures to do so and provide all labor required to install the updated software.
- 2) All software updates shall be accompanied by software release documentation that describes the fixes, enhancements or changes in the software as well as any known problems/caveats or potential problems/caveats, identifies software modules affected and new version control numbers, defines means to confirm the effectiveness of the fix, and provides installation and removal procedures. Since there is no test environment in which an update can be demonstrated, any new installation

must be done when there is minimal impacts to the passengers. Updates will be applied between midnight and 4:00 a.m. so as to not negatively impact the operations of the EME. If any issues are found during the update which cannot be fixed in short order, the update must be rolled back and rescheduled for another date.

- 3) All software warranties shall remain in effect after any software update is applied, even if the Aviation Authority elects to forego a non-mandatory software update.
- 4) Software updates must be certified by the Contractor prior to introducing them into the system. Since there is no test environment present at OIA, the testing must be completed at the Contractor location. Any software update that could not be tested and certified, must be documented as such and a statement of risk and mitigation be submitted to the AAR for review and acceptance prior to the software being implemented.

8.8. Change Management Process

- a. The Contractor may be required to attend the Aviation Authority Change Management meeting remotely, conducted weekly to document all changes being contemplated to the Airport wide systems. Representation would include discussing the changes, what impacts they may have to the existing system and other systems, contingency plans in the event the change has problems, timing of the changes and contact information.
- b. Change Management may be introduced using a form provided by the Aviation Authority as requested by the Contractor.

8.9. Unresolved Warrantable Items Remaining at Conclusion of Warranty Periods

All warrantable Defects that remain unresolved upon the expiration of each of the Software Warranty Period and the Hardware Warranty Period, as applicable, shall be subject to the following resolution criteria:

- a. Unresolved Warrantable Hardware Defects. At the conclusion of the Hardware Warranty Period, any remaining payments may, at the Aviation Authority's discretion, be reduced by a value representing the sum of the value of all warrantable hardware items that are pending repair or replacement. These values shall be based on the prices or, if no corresponding price is available, at a value determined by the Aviation Authority the original purchase order. As hardware items are repaired or replaced, the Aviation Authority shall pay the withheld amount upon satisfactory conclusion of the warranty for repaired returned parts.

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9. EXTENDED WARRANTY SERVICES

9.1. Extended Warranty Period Definition

- a. The Extended Warranty period is defined as the period between the end of warranty on hardware as described in Section 4.2.1 and the expiration of the Contract including any extensions if applicable.
- b. The Extended Warranty period is by definition pertains to hardware only. Software warranties are covered for the duration of the Contract including any extension if applicable per Section 4.7 Software Warranty Services.

9.2. Extended Warranty Coverage

All conditions during the post warranty period shall be identical to the scope outlined under Section 4 Warranty Services.

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10. **MAINTENANCE SERVICES**

10.1. **General**

- a. The Contractor shall provide maintenance services that include the same responsibilities, coverage, response times, and documentation requirements as the Warranty period as detailed in Section 4.
- b. Maintenance services consist of activities beyond the warranty services whereby services are to be provided for the ongoing proper operation of the system including repairs needed outside the failure of a device, scheduled services, preventative maintenance, emergency repairs, testing and servicing protocols. These may be covered through:
 - 1) Remote technical support.
 - 2) On-site technical support.
 - 3) Software development.
 - 4) Updates to Contractor-supplied application software.
 - 5) System migration to new computer operation systems and relational database managers.
- c. The Contractor shall enroll and designate a point of contact email address to receive periodic email notifications from the Aviation Authority. These would include but not be limited to emails announcing maintenance power shutdowns, construction related closures, etc.
- d. Maintenance Requirements under the Contract shall be the same as those listed in the above Section 4.4 Warranty Support Requirements.

10.2. **Software Maintenance**

- a. Software maintenance consist of any software changes application or otherwise that have not specifically been commissioned by the Aviation Authority for new or revised functionality but may be required to fix a problem that is not a defect, update security, necessary for legal reasons or otherwise. Such maintenance falls under this category and is not billable outside of the Contract.
- b. Software maintenance that pertain to error corrections (bug fixes) that are not the result of defects in the software that would be covered under the warranty:
 - 1) Error Corrections are modifications that are required to the software, that establish material conformity of the software to the functional specifications,

or a procedure or routine that, when observed in the regular operation of the software, eliminates adverse effect experienced during operation.

- 2) Upon notification of an error by the Aviation Authority or by the Contractor, the Contractor will provide an estimate to completion of the implementation of the necessary fix.
 - 3) Depending on the severity of the error, a work around may be necessary to provide the Aviation Authority with a fully functional system.
 - 4) The Contractor and the Aviation Authority will together decide on what must be done until the completion of the error correction.
 - 5) All costs associated with error corrections are incurred by the Contractor as part of the Contract.
- a. Contractor shall provide regular status updates, shall test the completed software, and shall assist the Aviation Authority as directed in the installation of the software change. Any new software is added to the baseline warranty service once it has been accepted by the Aviation Authority.
 - b. The Aviation Authority may request that the Contractor participate in the Aviation Authority Change Management process should there be an anticipated impact on the EME System.
 - c. Upgrades and Updates to Contractor Supplied Application Software:
 - 1) The most recent released version of software and firmware products licensed to the Aviation Authority shall be provided to the Aviation Authority by the Contractor and installed on Authority equipment supervised by an Authority representative, at no cost to the Aviation Authority. Maintenance of such software and firmware products must be provided at no additional cost to the Aviation Authority.
 - 2) Software and firmware products that replace or supersede installed products and are required for compliance with the functional or performance requirements of this Contract must be provided and installed at no additional cost to the Aviation Authority, even if the products increased functionality and/or improves performance. Maintenance of such software and firmware products must be provided at no additional cost to the Aviation Authority.
 - 3) If the Contractor releases version upgrades to the software or firmware for the EME equipment while under the Contract and the Aviation Authority opts to upgrade software, the labor required to test, configure, and install the upgrade on the Aviation Authority's equipment must be provided at no additional cost to the Aviation Authority.

- 4) Special conditions apply to the system when the base operating system used by the servers and/or workstations have their support status changed by the operating system vendor stopping feature updates. The Aviation Authority may opt to upgrade its software. If the Aviation Authority opts to upgrade software, the labor required to test, configure, and install the upgrade on the Aviation Authority's equipment must be provided at no additional cost to the Aviation Authority.
- 5) Software and firmware products that replace or supersede installed products and are optional shall be considered as enhancements. When determining labor hours on these, they must be offered at the most favorable terms the Contractor offers the products to any other customer.
- 6) System Migration. Within two (2) years after each major release of the OEM operating system and relational database managers used as part of the EME, the Aviation Authority may request the Contractor to migrate the respective portions of the EME to the new OEM releases. At such times, the Aviation Authority shall request a quote from the Contractor for the labor required to modify, test, deploy, and document the migration of the EME application software or database to the new OEM release. Upon acceptance of the ensuing task order, the Contractor shall perform the migration work, test the results, and deploy the upgraded EME in a controlled fashion as approved by the Aviation Authority. All system migration work performed under a task order issued by this contract shall be warranted by the Contractor against defects for a period of one year after installation of the software. Labor required to correct defects in system migration under this contract shall not count against the labor bank.

d. Contractor Personnel and Support Facilities.

During the term of this Contract, the Contractor shall:

- 1) Retain technical support and software development personnel who are familiar with the EME equipment and software, and who are qualified to perform the tasks described herein.
- 2) Retain all software source codes and development and testing environments necessary to support and modify software for the Aviation Authority's EME.
- 3) Software Modification Procedures under the Contract. The Contractor shall test and document all software modifications prior to delivery to the Aviation Authority. Documentation accompanying each software modification shall include comprehensive change logs, testing certifications, product documentation with manual updates if appropriate and any backout procedures.

- 4) Software Release Notes. The Aviation Authority shall review all software modifications and documentation.
- 5) When authorized by the Aviation Authority, the Contractor shall install software modifications according to the Aviation Authority approved installation procedures. At its discretion, the Aviation Authority may independently test and verify these modifications prior to authorizing the Contractor to install the modification.
- 6) The Contractor shall supply software modifications to correct all defects in the EME software arising from installation of any modification provided under the terms of the Extended Warranty Services period. No hours shall be incurred by the Aviation Authority for this work.

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11. PREVENTATIVE MAINTENANCE

11.1. General

- a. Preventative Maintenance shall occur after the system has been accepted by the Aviation Authority. Preventative maintenance shall be effective concurrently with warranty, and maintenance services for the duration of the Contract and any extensions if applicable.
- b. The Contractor shall use and abide by the Preventative Maintenance Plan throughout the five (5) year Maintenance period and the two (2) 1-year optional periods, should the Aviation Authority elect to exercise any option.
- c. The Preventative Maintenance and Repairs Plan shall allow the Contractor to perform scheduled preventative maintenance according to manufacturer guidelines and shall address the following:
 - 1) Inspection.
 - 2) Testing.
 - 3) Necessary adjustments.
 - 4) Parts cleaning – including but not limited to household maintenance items, vacuuming fans, chassis and power supplies at least bi-annually or when needed. LED fascia screens to be cleaned annually.
 - 5) Replenishment and replacement of consumable items.
 - 6) Software update.
- d. The Preventative Maintenance and Repairs Plan shall be undertaken as required to maintain proper operation of the EME but in no case less than once per year (annual).
- e. All procedures undertaken under the Preventative Maintenance program shall be documented in a log with sufficient detail to allow auditing of the activity under this contract.
- f. The table lists the basic preventative maintenance procedures.

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12. OPERATIONAL SERVICES

12.1. General

- a. Operational service shall occur after the system has been accepted by the Aviation Authority. Operational service shall be effective concurrently with warranty, and maintenance services for the duration of the contract and any extensions if applicable.
- b. The Operational Service Plan shall allow the Contractor to perform tasks related to the ongoing operation of the system addressing the following:
 - 1) Daily remote system check.
 - 2) Content Schedule adjustment based on request by GOAA.
 - 3) Content Management, ingest, removal and adjustment.
 - 4) Creative services and Content creation is not included.
 - 5) Periodic meetings with GOAA team as required.
- 1) The Operational Service Plan shall be undertaken as required to maintain proper operation of the EME but in no case less than monthly.
- 2) All procedures undertaken under the Operational Support program shall be documented in a log with sufficient detail to allow auditing of the activity under this Contract.
- 3) The table lists the basic Operational support procedure.

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13. ENHANCEMENT SERVICES

13.1. General

- a. Enhancement services consist of any service that is not covered under the previously defined services listed in the Statement of Work. These include services that are requested by the Aviation Authority that change some functionality of the system.
- b. Any enhancement service must follow the Aviation Authority Change Request procedures. These include:
 - 1) AAR submits Change Request Form to Contractor.
 - 2) Contractor reviews Change Requests, clarifies requirements.
 - 3) Contractor evaluates Change Request and provides an estimate of the resources needed, including the skillsets needed, the number of hours by skillset, the hourly cost for each skillset, the total labor costs, any equipment needed, unit cost of equipment and units of equipment needed, shipping costs if applicable, elapsed time to complete request with a milestone schedule.
 - 4) The AAR reviews the Change Request estimate and negotiates estimate until both parties are satisfied or the change is rejected.
 - 5) Once the Change request has been accepted, the Contractor can begin work.
- c. Change Request estimates are developed using the Skillsets and hourly rates listed in the Contract. Should there be a necessary skillset that is not covered in the Contract, the Contractor may submit a request to the AAR for consideration to be added to the list.

13.2. Quotation

- a. Exhibit B includes the hourly rates by skillsets that may be applied on a quotation for the necessary services needed.
- b. Equipment costs that are not listed in the Contract should be provided at best possible pricing.
- c. Shipping fees must be specifically quoted.
- d. All costs shall be presented.

- e. Service Budget has been reserved for enhancement services. If the cost of the enhancement exceeds the amount reserved in the service budget, special arrangements would need to occur. These special arrangements include determining the budget source, committee approvals, contract amendments all requiring additional time and planning to complete and should be considered:
 - 1) Enhancements are considered development that provide the Aviation Authority with requested features that deviate from the base accepted system. They are any modifications or additions that, when made or added to the software materially changes its utility, efficiency, functional capability or application, or new content but does not constitute an error correction.
 - 2) Prior to the start of development, the Contractor will provide the Aviation Authority with an estimate of hours required to deliver the enhancement and the labor rates provided in Exhibit B shall apply to all development considered as an enhancement.
 - 3) Upon acceptance of a task order requiring an enhancement, the Contractor shall commence development as a Change Order or Amendment to the Contract.

13.3. Testing

- a. Software change resulting from a Change Request must be thoroughly tested before implementing them in the EME System. Contractor is expected to follow industry best practices to assure that the enhancement performs in the manner expected by the Change Request and will not adversely impact the operation of the EME system or degrade it performance.
- b. The Aviation Authority does not have a test environment in which to test functionality prior to releasing the enhancement to the production environment. There may be opportunities for limited and controlled testing of the enhancement in the production environment during off hours, and this would need to be tightly coordinated with the Aviation Authority if it was deemed acceptable in the first place.
- c. Notwithstanding the subsection above, the Contractor would need to certify testing was completed successfully and be able to document said testing to the AAR if requested.
- d. At minimum, testing must certify that:
 - 1) Changes completed fully address the intended functionality of the Change Request.

- 2) Changes made have not adversely impacted the other operations of the EME.
- e. Unless otherwise agreed to by the AAR, all aspects of the EME must be tested during a change Request.

13.4. Program Management

- a. The Contractor's program management shall be sufficiently comprehensive to enable the Aviation Authority's CO to ascertain that the Contractor will meet the requirements of the Change Request.
- b. Contractor's PM. The Contractor shall designate a responsible individual, subject to approval by the CO, to serve as PM for the Change Request. This individual shall have prior experience in management of EME equipment and software and their implementation.
- c. The Contractor's PM shall be responsive to the needs of the Aviation Authority as required. The PM shall ensure that the project tasks are completed on time and within budget. The PM shall coordinate design and engineering activities, shall keep the Aviation Authority fully informed of the status of the project, and shall promptly and regularly notify the Aviation Authority of any problems or difficulties that may impact the timely or effective completion of the task, milestone, or project.
- d. The Contractor's PM shall coordinate with the AAR what deliverables will constitute the Change Request and shall submit a schedule for the completion of the change request, identify all necessary contacts with applicable Aviation Departments general testing plans, training plans and any other relevant work items needed to satisfy the Change Request implementation.
- e. The Contractor PM shall conduct periodic Status Meetings not less than twice a month to report on status, issues, risks and communication needs. The Contractor PM will coordinate with the AAR as to whom to include in these Status meetings.
- f. Within two (2) weeks of the Notice to Proceed, the Contractor PM shall organize a Change Request kickoff meeting. The Contractor PM shall coordinate with the AAR as to whom to invite.

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14. Exhibit B – PRICE SCHEDULE

14.1. Maintenance Price

- a. Rate Schedule for Covered Services Maintenance. The Aviation Authority shall pay Contractor at the rate(s) set forth here, for the Covered Services to be performed under the Maintenance Services during Regular Working Hours (the "Covered Services Price").
 - 1) The Covered Services price is payable quarterly upon commencement of the Maintenance Services and on the same schedule for the Term of the Maintenance Services.
- b. Non Covered Services Maintenance. In addition to the Covered Services Price, the Aviation Authority shall pay Contractor amounts billed for Covered Services performed, as specified in Section 14.4 - Rate Schedule for Non Covered Services, including reasonable charges for parts, materials, consumable items and Software releases included in Non-Covered Services to be billed monthly.

14.2. Payment

- a. Amounts due to Contractor will be billed to Aviation Authority as described in Section 14.1 and will be due and payable within thirty (30) days after the date of the billing invoice. Quarterly invoices will include the annual Covered Services Price billed for Maintenance Services.
- b. Monthly invoices will include charges for time and materials for any Non-Covered Services. The Aviation Authority shall pay when due all amounts billed without deduction or setoff of any amounts owed or claimed to be owed by Contractor to the Aviation Authority arising under this Contract.

14.3. Covered Services Maintenance Payment Schedule

Note: Lift cost is an estimated yearly cost of \$103,860.00 to the Aviation Authority. The contracted yearly cost will be the actual monthly lease cost at the time of Contract, times 12 plus 10%. In addition, if the Aviation Authority terminates this Contract before the completion of the lease period, the Aviation Authority will be responsible for buying out the lease contract.

Maintenance Term	Covered Services Period	Maintenance Annual Price
Year 1	September 1, 2022 – August 31, 2023	\$337,071.00
Year 2	September 1, 2023 – August 31, 2024	\$682,158.00
Year 3	September 1, 2024 - August 31, 2025	\$727,942.00
Year 4	September 1, 2025 - August 31, 2026	\$977,666.00
Year 5	September 1, 2026 - August 31, 2027	\$1,040,557.00
		\$3,765,394.00

14.4. Rate Schedule for Non-Covered Services

- a. Time Increments. Non-Covered Services rates are billed in 30 minute increments with the minimum periods defined in the table below. Time exceeding any 30 minute increment is rounded up to the next increment.
- b. Non-Covered Services. These rates are applicable during normal Contractor business hours for services outside of the scope of work, non-covered services.
- c. Non-Covered Services rates are fixed for Years 1-5 of the Maintenance Services.

Rate Schedule for Non-Covered Services Table - Year 1

Labor Category	Minimum Time	Non Covered Services Hourly Rate
Service / Maintenance Technician	Half Hour	\$125.00
Project Engineer	Half Hour	\$135.00
Project Manager	Half Hour	\$175.00
Design Consultant	Half Hour	\$215.00
Executive Consultant	Half Hour	\$275.00

Rate Schedule for Non-Covered Services Table - Year 2

Labor Category	Minimum Time	Non Covered Services Hourly Rate
Service / Maintenance Technician	Half Hour	\$129.00
Project Engineer	Half Hour	\$140.00
Project Manager	Half Hour	\$181.00
Design Consultant	Half Hour	\$222.00
Executive Consultant	Half Hour	\$284.00

Rate Schedule for Non-Covered Services Table - Year 3

Labor Category	Minimum Time	Non Covered Services Hourly Rate
Service / Maintenance Technician	Half Hour	\$133.00
Project Engineer	Half Hour	\$145.00
Project Manager	Half Hour	\$187.00
Design Consultant	Half Hour	\$229.00
Executive Consultant	Half Hour	\$293.00

**GREATER ORLANDO AVIATION AUTHORITY
AGENDA**

DATE: FEBRUARY 16, 2022

DAY: WEDNESDAY

TIME: 2:00 P.M.

PLACE: CARL T. LANGFORD BOARD ROOM, ORLANDO INTERNATIONAL AIRPORT, ONE JEFF FUQUA BOULEVARD

The Aviation Authority is subject to federal mask mandates. Federal law requires wearing a mask at all times in and on the airport property. Failure to comply may result in removal and denial of re-entry. Refusing to wear a mask in or on the airport property is a violation of federal law; individuals may be subject to penalties under federal law.

Currently, seating inside the Board Room is limited to 25 and lobby seating is limited to 10 seats. Attendance is on a first-come, first-served basis. No standing in the lobby will be permitted.

Individuals who wish to speak at the Board meeting on an item being considered on the agenda will be asked to fill out a speaker request card. GOAA live streams the meeting over Orange TV and its own You Tube channel (OrlandoAirports) so that the public can monitor the proceedings. The meeting can also be streamed through the GOAA website, www.OrlandoAirports.net.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. CONSIDERATION OF AVIATION AUTHORITY MINUTES FOR DECEMBER 15, 2021

VI. RECOGNIZING YEARS OF SERVICE

VII. CONSENT AGENDA

(These items are considered routine and will be acted upon by the Aviation Authority in one motion. If discussion is requested on an item, it will be considered separately. Items under this section are less than \$325,000 dollars)

- A. Recommendation to Accept Committee Minutes
- B. Recommendation to Dispose of Surplus Property
- C. Recommendation of the Construction Committee to Approve Amendment No. 13 to Addendum No. 13 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for Project Bid Package (BP) No. S00144, South Terminal C, Phase 1, Airside Terminal Enclosures and Exterior Finishes (Guaranteed Maximum Price (GMP) No. 6-S.2) at the Orlando International Airport
- D. Recommendation of the Construction Committee to Approve No-Cost Addenda to the Continuing Environmental Engineering Consulting Services Agreements at the Orlando International Airport, Orlando Executive Airport, and Other Facilities operated by the Aviation Authority, to Exercise the Second and Final One-Year Renewal Option
- E. Recommendation to Accept a Community Planning Technical Assistance Grant Agreement for Orlando International Airport from the Florida Department of Economic Opportunity
- F. Recommendation to Reject All Proposals Submitted for Sculptural Art in South Terminal and Not to Readvertise; to Authorize Use of Previously Allocated Discretionary Funds for Installation of Existing Aviation Authority Owned Artworks; and to Authorize Funding for Balance of Installation Costs)
- G. Recommendation to Authorize Personal Leave Hours for Payroll Business Continuity Essential Personnel
- H. Recommendation to Approve the Resolution of the Greater Orlando Aviation Authority adopting the Orange County Local Mitigation Strategy (LMS) Plan
- I. Recommendation to change the name of the unnamed access roadway to the Vehicle Maintenance Facility to Flagler Avenue
- J. Recommendation to approve Amendment No. 20 to Fixed Base Operator Lease Agreement with Sheltair Orlando Air Center, Inc. ("Sheltair") at the Orlando Executive Airport
- K. Recommendation of the Construction Committee to Approve Change Order(s) to Various Contracts
- L. Recommendation to Amend Organizational Policy 110.05 – Appointed Position Wage Plan and to Establish Organizational Policy 120.16 – Compensation Committee
- M. Recommendation of the Capital Management Committee to Approve the Transfer from Capital Improvement Program Health and Safety – General to Health and Safety – Virtual Ramp Control

NOTE: Any person who desires to appeal any decision made at these meetings will need record of the proceedings and for that purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based.

**GREATER ORLANDO AVIATION AUTHORITY
AGENDA FOR ITS FEBRUARY 16, 2022 MEETING
PAGE 2**

VIII. CHIEF EXECUTIVE OFFICER'S REPORT

IX. NEW BUSINESS

(Pursuant to Florida Statute 332.0075, contracts in excess of \$325,000 are listed under this section as separate line items)

- A. Recommendation of the Construction Committee to Approve Amendment No. 15 to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for Project Bid Package (BP) No. S00168, South Terminal C, Phase 1, Airside Terminal Interiors, Finishes and Specialties (Guaranteed Maximum Price (GMP) No. 6-S.4) at the Orlando International Airport
- B. Recommendation of the Construction Committee to Approve Amendment No. 4 to Addendum No. 23 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Turner-Kiewit Joint Venture, for Project Bid Package (BP) No. S00178, South Terminal C, Phase 1, Airfield Civil (Guaranteed Maximum Price (GMP) No. 19-S) at the Orlando International Airport
- C. Recommendation of the Construction Committee to Approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for Project V-S00019, South Terminal C (STC) Landside Terminal (LST) Airport Operations Center (AOC) Buildout, at the Orlando International Airport
- D. Recommendation of the Construction Committee to Approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for Project V-S00020, South Terminal C (STC) Landside Terminal (LST) Virtual Ramp Control (VRC) Infrastructure Installation, at the Orlando International Airport
- E. Recommendation to Award Purchasing Single Source 09-22, Maintenance and Support Contract for the Experiential Media Environment (EME) for South Terminal C to Electrosonic, Inc. (Electrosonic)
- F. Recommendation of the Concessions/Procurement Committee to Approve the Purchases of Computer Hardware and Software Maintenance Support, License Renewals and Technology-Related Subscriptions
- G. Recommendation of the Concessions/Procurement Committee to Award Invitation for Bid (IFB) 14-22, Predictive Maintenance and Vibration Analysis, at the Orlando International Airport, to Corelusa Plant Services, Inc.
- H. Recommendation of the Concessions/Procurement Committee to Award Invitation for Bid 19-22, Vehicle Towing and Storage Services at Orlando International Airport and Orlando Executive Airport to Able Towing & Roadside, LLC
- I. Recommendation of the Concessions/Procurement Services Committee to Rank Firms to Review/Rank/Award Request for Proposal 20-22 Central Receiving and Distribution Center Services
- J. Recommendation to Approve Supplemental In-Terminal Relief Resolution for Duty Free/Duty Paid Concession
- K. Recommendation to Approve Chief Executive Officer Contract

X. INFORMATION SECTION

(No action is required on the item(s). Board members should feel free to ask questions on the item(s).)

- A. Notification of Committee Recommendations to the Chief Executive Officer for Approval for February 16, 2022, Aviation Authority Board Meeting
- B. Notification of Release of RFP/RFB/RFQ/IFBs
- C. Notification of the Professional Services Committee's Approval of the Lists of Pre-Qualified Subcontractors/Suppliers for Major Trade Packages for the South Terminal C, Phase 1, Program, at the Orlando International Airport
- D. Construction Progress Report

For individuals who conduct lobbying activities with Aviation Authority employees or Board members, registration with the Aviation Authority is required each year prior to conducting any lobbying activities. A statement of expenditures incurred in connection with those lobbying instances should also be filed prior to April 1 of each year for the preceding year. Lobbying any Aviation Authority Staff who are members of any committee responsible for ranking Proposals, Letters of Interest, Statements of Qualifications or Bids and thereafter forwarding those recommendations to the Board and/or Board Members is prohibited from the time that a Request for Proposals, Request for Letters of Interests, Request for Qualifications or Request for Bids is released to the time that the Board makes an award. The lobbyist shall file a Notice of Lobbying (Form 4) detailing each instance of lobbying to the Aviation Authority within 7 calendar days of such lobbying. Lobbyists will also provide a notice to the Aviation Authority when meeting with the Mayor of the City of Orlando or the Mayor of Orange County at their offices. The policy, forms, and instructions are available on the Aviation Authority's offices web site. Please contact the Chief Administrative Officer with questions at (407) 825-7105.

NEXT SCHEDULED AVIATION AUTHORITY BOARD MEETING IS ON WEDNESDAY, MARCH 16, 2022



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4392

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Brad Friel, Chairman, Concessions/Procurement Committee

DATE: February 16, 2022

ITEM DESCRIPTION

Recommendation to Award Purchasing Single Source 09-22, Maintenance and Support Contract for the Experiential Media Environment (EME) for South Terminal C to Electrosonic, Inc. (Electrosonic).

BACKGROUND

The EME is an integral part of the Orlando Experience in the South Terminal. It consists of three (3) unique, visually immersive pieces - the "Portal", the "Moment Vault", and "Windows on Orlando." Each will consist of large scale, high-resolution digital elements designed to welcome and inspire passengers as they transit the South Terminal C Landside and Airside concourses. An experienced support and maintenance team is critical to maintain maximum uptime and quality appearance of these features.

This is a negotiated Contract with Electrosonic, Inc. Electrosonic is a recognized leader in the Audio Visual marketplace with a broad range of experience in Immersive Technology and expertise in providing managed services for post-installation and warranty support to keep large scale EME systems up and running. The Contract requires Electrosonic to provide all hardware, software, tools, equipment, lifts, materials, labor, supervision, project management and all other items necessary or proper for, or incidental to, provide warranty and maintenance services for the EME at the Orlando International Airport in accordance with the Contract Statement of Work.

The term of the Single Source Contract is for sixty (60) months with initial service to commence on or after Aviation Authority EME System acceptance, and with the Aviation Authority having no options to renew the Contract.

ISSUES

The Aviation Authority's policy (Section 450.03) Non-Competitive Procurements permits the Single Source procurement of goods, services, or professional services made from one firm among others in a competitive market place, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need.

Electrosonic is an integral member of the core implementation team (including Smart Monkeys Inc. and SACO Technologies Inc.) for the STC EME Project. They will have first-hand experience, knowledge and understanding of the design and operational aspects of the EME system. Their proven expertise

combined with a local presence that is involved in the system build makes them uniquely suited to provide these maintenance and support services.

Pricing is based on a maintenance and support annual price and a not-to-exceed fixed price for non-covered services. Maintenance and support includes system maintenance and monitoring, warranty and extended warranty services, preventive maintenance, and operational services. Non-covered services (Enhancement Services) consist of any service that is not covered under the defined maintenance and support services in the Statement of Work. Any non-covered services/enhancements requested by the Aviation Authority will be handled on a case-by-case basis using a Change Request/Quotation process defined in the Statement of Work. The actual amount paid for non-covered services is based on actual work requested by the Aviation Authority and satisfactorily provided by Electrosonic, Inc. The value of the five (5) year Single Source Contract is a not-to-exceed amount of \$3,765,394.00, which includes repair and maintenance services, purchase of additional parts, materials and rentals for repairs and additional work hours.

This Contract does not include a Minority and Women Business Enterprise (MWBE) or a Local Developing Business (LDB) participation requirement due to the following factor(s): It is Single Source Procurement and it is a specialized scope.

ALTERNATIVES

There are no alternatives being considered at this time.

FISCAL IMPACT

The fiscal impact of the proposed Maintenance and Support Contract for the Experiential Media Environment (EME) is not to exceed \$3,765,394. Funding required in current and subsequent fiscal years will be allocated from the Operations and Maintenance Fund, as approved through the budget process and when funds become available.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the Concessions/Procurement Committee's recommendation to (1) award Purchasing Single Source 09-22, Maintenance and Support Contract for the Experiential Media Environment for South Terminal Complex to Electrosonic, Inc.; (2) authorize funding from the Operations and Maintenance Fund in a not-to-exceed amount of \$3,765,394; and (3) authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

Rate Schedule for Non-Covered Services Table - Year 4

Labor Category	Minimum Time	Non Covered Services Hourly Rate
Service / Maintenance Technician	Half Hour	\$137.00
Project Engineer	Half Hour	\$150.00
Project Manager	Half Hour	\$193.00
Design Consultant	Half Hour	\$236.00
Executive Consultant	Half Hour	\$302.00

Rate Schedule for Non-Covered Services Table - Year 5

Labor Category	Minimum Time	Non Covered Services Hourly Rate
Service / Maintenance Technician	Half Hour	\$142.00
Project Engineer	Half Hour	\$155.00
Project Manager	Half Hour	\$199.00
Design Consultant	Half Hour	\$244.00
Executive Consultant	Half Hour	\$312.00

14.5. Non-Covered Services, System components, Shipping

- a. Non-Covered Services, System components, shipping, etc. are a not to exceed amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) annually.

Maintenance Term	Non Covered Services Period	Annual Not to Exceed Amount
Year 1	September 1, 2022 – August 31, 2023	\$100,000.00
Year 2	September 1, 2023 - August 31, 2024	\$100,000.00
Year 3	September 1, 2024 - August 31, 2025	\$100,000.00
Year 4	September 1, 2025 - August 31, 2026	\$100,000.00
Year 5	September 1, 2026 - August 31, 2027	\$100,000.00
		\$500,000.00

- b. Non-Covered Services, System components, shipping, etc. during a Maintenance Term as defined in this Section will be mutually agreed upon by the Aviation Authority and Contractor. Any Non-Covered Services, System components, and shipping amounts above the authorized value of this Section during a Maintenance Term will require an amendment to the Contract.