



GREATER ORLANDO AVIATION AUTHORITY

PURCHASING CONTRACT 03-23

LIFT-NET SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

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

AND

INTEGRATED DISPLAY SYSTEMS, INC.
EMI Porta Holdco, LLC dba Integrated Display Systems, LLC
250 Hamilton Road
Arlington Heights, IL 60005

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1.0 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 remote and on-site support of all Lift-Net related software, firmware, drivers, operating on the Lift-Net server and workstation computers. 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 Pricing

Contractor's prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in the Contractor's costs during the initial term of the Contract must be reflected in its prices. 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. All of the Contractor's overhead costs, including, but not limited to, costs of required bonds and insurance coverages, shall be included in such Contractor's prices.

1.3 Contract Period/Initial Term

- a. The Contract period will be for **thirty-six (36) months** with the **Initial Term** to commence on or about **December 1, 2022**, and with the Aviation Authority having options to renew the Contract **for two (2) additional periods of one (1) year each**.
- b. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the fifty-fourth (54th) month of the Contract term exceeds the CPI in effect as of the end of the forty-second (42nd) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately

preceding year, increased by a percentage that equals the percentage, if any, by which the CPI in effect as of the end of the sixty- sixth (66th) month of the Contract term exceeds the CPI in effect as of the end of the fifty-fourth (54th) month of the Contract term.

1.4 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.

1.5 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.

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2.0 **SPECIAL CONDITIONS**

2.1 **Surety Bonds/Letters of Credit/Liability Insurance**

Not Applicable.

2.2 **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 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. **Professional/Errors & Omissions Liability Insurance.**

Insurance covering claims, suits, and damages for losses caused by the acts, errors, or omissions by Contractor with limits not less than \$1,000,000 per claim. The nature of the professional services in the scope will determine the specific type of insurance required.

d. **Garage Liability Insurance.**

Not applicable.

e. **Garagekeepers Insurance.**

Not applicable.

f. **Crime Coverage.**

Not applicable.

g. **Pollution/Environmental Liability Insurance.**

Not Applicable.

h. **Cyber/Privacy Liability Insurance.**

Insurance covering Contractor for claims, losses and expenses resulting from wrongful acts committed in the performance of, or failure to perform, all Services under this Contract related to electronic or physical security, breaches of confidentiality, and invasion of, or breaches of, privacy with limits not less than \$1,000,000 per incident.

i. **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 Aviation Authority may possess, and that any other

insurance 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 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 Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to Aviation Authority.
- 5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of Aviation Authority and the City of Orlando.
- 6) A properly completed and executed Certificate of Insurance on a form provided or approved by 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 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 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 Aviation Authority a Certificate of

Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, 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.

2.3 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.

2.4 Identification and Access Requirements

Not Applicable.

2.5 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.

2.6 Minority and Women Business Enterprise ("MWBE") Participation Program

Not Applicable.

2.7 Local Developing Business ("LDB") Participation Program

Not Applicable.

2.8 Good Faith Effort for MWBE and LDB Participation Program

Not Applicable.

2.9 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 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.

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3.0 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 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

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.

3.14 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") and Contractor acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the Aviation Authority. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Contractor hereby agrees that this Contract effectively transfers, grants, conveys, and assigns exclusively to the Aviation Authority, all rights, title and ownership interests, including copyright, which Contractor may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Aviation Authority shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Contractor for itself and on behalf of its Contractors hereby waives any property interest in such Work Product.

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 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, supplier(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

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, the total fee shall be

reduced or increased by a prorated basis. 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.

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 or without good cause, upon thirty (30) 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 thirty (30) 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 180 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 Authority's Authorized Representative ("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. 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 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-federal 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.]

4.0 SCOPE OF WORK/SPECIFICATIONS

4.1 General

a. Scope of Work:

The Contractor shall provide remote Lift-Net system evaluation. This service will be on an as needed basis due to the isolated nature of the conveyance system network at the Orlando International Airport ("OIA") in accordance with this section.

1) Off-Site Software Maintenance:

When requesting remote connection service, the AAR will need to make an appointment with Integrated Display Systems, Inc. ("IDS") engineers, while making the conveyance system network & LiftNet server available to the LiftNet technicians over a temporary Virtual Private Networks ("VPN") or other such connection. The following criteria shall be included in a report, when this service is implemented:

- a) Lift-net will provide the Aviation Authority with specific names for Trained IDS engineers so accounts and VPN can be created. Lift-Net will notify the Aviation Authority Information Technology ("IT") designated representative immediately should these individuals no longer represent the Aviation Authority or are no longer employed by Lift-Net.
- b) A trained IDS engineer shall remotely access the Aviation Authority's VHTMS system to evaluate the overall system performance, taking care to address any questions or issues brought up by the requesting Aviation Authority's AAR.
- c) IDS shall provide software upgrades and or patches to the latest LIFT-NET version where possible via remote connection, or, lacking remote connection via file download to the Aviation Authority AAR. All OS upgrades & patches on the server & workstations are the responsibility of the Aviation Authority. This agreement specifically includes support for the The Aviation Authority IT department planned roll out of Windows 10 on all the LiftNet workstations.
- d) IDS shall evaluate and update the existing software configuration files for all units.
- e) IDS shall provide a review of all data collected by the VHTMS system.
- f) Lacking remote connection to the network, IDS shall provide unlimited telephone support to the Aviation Authority AAR.

2) On-Site Physical Inspections:

Under the terms of the service agreement IDS shall provide on-site service visits twice per year (i.e. January 1st & July 1st or as deemed suitable by the Aviation Authority and IDS), each lasting three (3) days (including travel). Each on-site visit shall include the following:

- a) Lift-net will provide the Aviation Authority IT with a minimum of two (2) weeks notice before any software installation or system modification. Allowing the two (2) weeks notice will allow The Aviation Authority IT to present the items for approval at a Change Management Meeting.
- b) A trained IDS engineer will perform an on-site inspection and operational check of the VHTMS server and workstations and all VHTMS related field hardware such as hardware panels, Ethernet modules, converters and field connectors. The inspection will include such software and firmware upgrades and or field modifications as IDS deems desirable for the ongoing beneficial performance of the system.
- c) A trained IDS engineer will conduct onsite meetings as required, with OIA and elevator contractor personnel to go over system operation and performance. The IDS engineer will answer any questions or trouble shoot problems, and train in the use and maintenance of the system.

b. Regulations:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.

c. Work Hours:

Actual 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.

d. Contractor's Personnel:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.

- 6) 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.
- 7) 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.
- 8) While working on airport property all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

e. Warranty:

The Contractor warrants its workmanship and shall, without additional cost to Aviation Authority, reinstall, replace, repair, or other installation related defects that occur during the warranty period, including labor and parts.

f. On-Site Communications:

The Contractor shall provide, at its sole cost inclusive of any and all maintenance costs, Contractor communication devices such as, but not limited to, mobile devices, cellular devices, and/or radio equipment.

4.2 Contractor Responsibilities

a. Performance Requirements:

- 1) Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications and regulations, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.

- 2) Dates for commencement and completion of work will be on an as-needed basis and shall be coordinated with the AAR.
- 3) Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.
- 4) Contractor shall advise the Aviation Authority as soon as practical of any defect or condition which may adversely affect the performance of the maintenance and/or repair services, including any defect or condition which is not covered under this Contract.
- 5) The Contractor shall furnish for approval by the AAR a schedule, which indicates starting (adjust left) and end dates for scheduled services.
- 6) IDS will be responsible for Lift-Net related software, drivers and patches operating on the Lift-Net server and workstation computers, and other items listed herein. The actual computer hardware and operating system (MS Windows) software, operating system patches and regular backups of data will be the responsibility of the Aviation Authority or their designated information systems Contractor.
- 7) IDS will be responsible for software, firmware, bug related issues, and wiring diagrams on SIO & SIOV2 modules and other hardware manufactured by IDS.
- 8) All connectors, cables, fasteners, mechanical and electrical connections located in the elevator controller cabinets or the escalator or walkway pits, and labor to actually connect & maintain the LiftNet hardware shall be the responsibility of the Aviation Authority designated elevator contractor.
- 9) On-Site work by IDS personnel: The Aviation Authority's Contractor for the Elevators, Escalators, Moving Sidewalk Maintenance, and Repair will escort IDS personnel to the area where the work is being performed.
- 10) IDS personnel are not certified elevator technicians. All actual work performed in the elevator motor rooms or on the escalators and walkways must be performed by the Aviation Authority designated Elevators, Escalators, Moving Sidewalk Maintenance, and Repair Contractor. IDS personnel will be available in a technical consulting capacity.

b. Quality Assurance:

The Contractor shall provide upgrades, revisions and new releases to the operating software to ensure that all equipment are operating on the most current software available at no additional cost to the Aviation Authority.

c. Safety and Protection:

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 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.

[The remainder of the page is intentionally blank.]

5.0 CONTRACT

This Agreement/Contract is made and entered into effective as of the 1st day of October, 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 **INTEGRATED DISPLAY SYSTEMS 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 remote Lift-Net system evaluation. This service is as needed basis due to the isolated nature of the conveyance system network, 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 03-23, Lift-Net Software Maintenance Agreement, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Price Form Page, the General Information, the Special Conditions, the Scope of Work, 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.

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Aviation Authority, and in no event shall Contractor be entitled to recover from 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.

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Official Seal

By: _____

Its: _____

Date: _____

Attest:

Secretary

Approved as to Form and Legality
this 12 day of September, 2022
Nelson Mullins Riley & Scarborough, LLP
By: [Signature]
Greater Orlando Aviation Authority

"CONTRACTOR"

INTEGRATED DISPLAY SYSTEMS INC.
(Name of Contractor)

WITNESSED BY:

By: [Signature] (Seal)
(Signature of Owner or General Partner)

Its: President
(Title)

Ricky Williams
Name of Owner or General Partner Printed
or Typed

Date: 3/28/2022

[Signature]
KARIN V. SEVERINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01656272795
Qualified in Duval County
My Commission Expires 11/16/2024

6.0 SUBMITTALS/ ATTACHMENTS

- a. 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.
- b. The Submittals must be submitted on forms provided by the Aviation Authority. No other forms will be accepted. The following attachments and forms must be completed, signed and turned in as part of your submittal package.
 - Attachment A - Contractor's Questionnaire. Contractor's.
 - 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

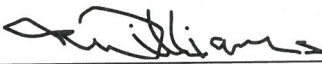
I have carefully examined the Contract and any other documents accompanying or made a part of this Contract.

I hereby propose to furnish the goods or services specified in this Contract at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to ninety (90) days in order to allow the Aviation Authority adequate time to make an award.

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	Sworn to and subscribed before me by means of:
Integrated Display Systems, LLC	<input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization
Contractor's Signature 	this day of _____ 20__
Print Name and Title	by _____ who is
Ricky Williams - President	<input type="checkbox"/> Personally Known; or <input type="checkbox"/> Produced Identification. Type of identification produced:
Address:	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)
205 Hamilton Road, Arlington Heights, IL 60005	(STATE OF FLORIDA <u>New York</u>) Seal Notary Public - STATE OF NEW YORK No. 015E6272795
Date 3/29/2022	COUNTY OF <u>Bronx</u> qualified in <u>Bronx</u> County
Duns Number	Commission Expires <u>11/26/2024</u>
82-3478553	Notary Signature: <u>Carin V. Severino</u>
Federal Tax Id Number	Notary Public My Commission Expires: <u>11/26/2024</u>
R.Williams@lift-net.com	
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 03-23**

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 to provide remote Lift-Net system evaluation and all other accessories, services, facilities, activities, and procedures as described in the Contract Documents.

LIFT-NET SOFTWARE MAINTENANCE AGREEMENT

TOTAL THREE (3) YEAR PRICE:

One Hundred Forty-Eight Thousand Three Sixty-Five Dollars **\$148,365.00**
(Print Dollar Amount)

OPTIONAL YEARS:

First Renewal Option - \$52,455.00
Second Renewal Option - \$54,030.00

Authorized Signature: 

Name and Title (Typed or Printed): Ricky Williams

Date: 4-27-2022

Orlando International Airport IDS LiftNet Service Agreement

Schedule of Work Included in the Proposed Annual Maintenance Agreement

- 1) **Off-Site Software Maintenance** - Under the terms of the service agreement IDS shall on an as-requested basis, provide remote system evaluation. This service is “as requested” due to the isolated nature of the conveyance system network. When requesting remote connection service, the appropriate OIA personnel will need to make an appointment with IDS engineers, while making the conveyance system network & LiftNet server available to the LiftNet technicians over a temporary VPN or other such connection. The following criteria shall be included in a report, when this service is implemented:
 - a) Lift-net will provide GOAA with specific names for Trained IDS engineers so accounts and VPN can be created. And Lift-Net will notify GOAA IT immediately should these individuals no longer represent GOAA or are no longer employed by Lift-Net.
 - b) A trained IDS engineer shall remotely access the OIA - VHTMS system to evaluate the overall system performance, taking care to address any questions or issues brought up by the requesting OIA personnel.
 - c) IDS shall provide software upgrades and or patches to the latest LIFT-NET version where possible via remote connection, or, lacking remote connection via file download to the appropriate OIA personnel. All OS upgrades & patches on the server & workstations are the responsibility of OIA. This agreement specifically includes support for the OIA IT department planned roll out of Windows 10 on all the LiftNet workstations.
 - d) IDS shall evaluate and update the existing software configuration files for all units.
 - e) IDS shall provide a review of all data collected by the VHTMS system.
 - f) Lacking remote connection to the network, IDS shall provide unlimited telephone support to OIA personnel.
- 2) **On-site Physical Inspections** - Under the terms of the service agreement IDS shall provide on-site service visits twice per year (i.e. January 1st & July 1st or as deemed suitable by OIA & IDS), each lasting three days (including travel). Each on-site visit shall include the following:
 - a) Lift-net will provide GOAA IT with a minimum of 2-weeks’ notice before any software installation or system modification. Allowing the 2-weeks’ notice will allow GOAA IT to present the items for approval at a Change Management Meeting.
 - b) A trained IDS engineer will perform an on-site inspection and operational check of the VHTMS server and workstations and all VHTMS related field hardware such as hardware panels, Ethernet modules, converters and field connectors. The inspection will include such software and firmware upgrades and or field modifications as IDS deems desirable for the ongoing beneficial performance of the system.
 - c) A trained IDS engineer will conduct onsite meetings as required, with OIA and elevator contractor personnel to go over system operation and performance. The IDS engineer will answer any questions or trouble shoot problems, and train in the use and maintenance of the system.
- 3) **Covered Under Agreement**

- a) IDS will be responsible for Lift-Net related software, drivers and patches operating on the Lift-Net server and workstation computers, and other items listed in paragraphs 1 & 2 above. The actual computer hardware and operating system (MS Windows) software, operating system patches and regular backups of data will be the responsibility of OIA or their designated information systems contractor.
- b) IDS will be responsible for software, firmware, bug related issues, and wiring diagrams on SIO & SIOV2 modules and other hardware manufactured by IDS.
- c) All connectors, cables, fasteners, mechanical and electrical connections located in the elevator controller cabinets or the escalator or walkway pits, and labor to actually connect & maintain the LiftNet hardware shall be the responsibility of the OIA designated elevator contractor.
- d) IDS personnel are not currently badged by OIA. All On-Site work by IDS personnel assumes that the appropriate escort is provided by OIA for the area where the work is being performed.
- e) IDS personnel are not certified elevator technicians in the state of Washington. All actual work performed in the elevator motor rooms or on the escalators & walkways must be performed by the OIA designated elevator contractor. IDS personnel will be there in a technical consulting capacity.

Cost For the Proposed Maintenance & Service Agreement – Total cost for items in paragraphs 1 through 3 listed above will be **\$12,000 USD per quarter**, (\$48,000 per year), invoiced on a quarterly basis at the commencement of the service agreement 9/1/2021.

IDS (Lift-Net) is fully aware that year 4 and year 5 are optional, and at the reflected per additional costs per year indicated below.

Annual price Adjustments for the Three (3) Year Term of this Agreement.

Note: Year 4 and Year 5 are optional

YEAR 1

Annual Cost: \$48,000.00

YEAR 2

Annual Cost: \$49,440.00

YEAR 3

Annual Cost: \$50,925.00

Optional years and cost

YEAR 4

Annual Cost: \$52,455.00

YEAR 5

Annual Cost: \$54,030.00

Total Cost for the first Five (5) years: **\$254,850.00**

Costs for Additional Services, Parts and Standard Engineering Labor Rates

Services:

Additional three-day on-site service visits, inclusive of labor transportation and lodging - **\$6,500.00** each (two on-site trips are included above)

IDS Standard electrical engineering rate (for custom field modifications to the hardware connected to the elevator systems, only applies to items *not* previously included in some other contractual arrangement such as addition of new equipment to the system) - **\$200.00** per hour, or as quoted to OIA independently.

IDS Standard systems programming rate (for modifications to the Lift-Net software such as custom reports, interface to third party systems etc., only applies to items *not* previously included in some other contractual arrangement such as addition of new equipment to the system) - **\$200.00** per hour, or as quoted to OIA independently.

Replacement Hardware:

SIO Card - \$1150 (Legacy card previously used on KONE escalators; all are currently out of the standard 1-year warrantee period)

SIOV2 Card \$1950 (New card used on all Schindler and KONE escalators going forward. Replacement cost applies only to cards that have been working reliably and are out of the initial 1-year warrantee period)

Note: There exist other LiftNet supplied parts in the system such as serial servers & other hardware. OIA engineering has been purchasing and programming the serial server items independently, and the earlier LiftNet legacy equipment is being replaced in modernizations, so need not be listed here. The above quoted SIO family of boards are the only LiftNet manufactured items that should require addressing going forward.

The parties hereto have executed this Agreement as of the date first written above.

ORLANDO INTERNATIONAL AIRPORT - OIA

INTEGRATED DISPLAY SYSTEMS INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

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 SECTION THREE, SCOPE OF WORK/SPECIFICATIONS

- 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.

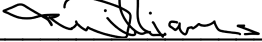
By submission of this Contract, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, have met the Florida Statute.

Comments:

Acknowledged by:

Firm Name:

Signature of Authorized Representative:



Name and Title (Print or Type):

Date:

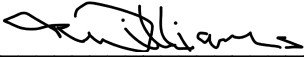
Attachment E - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input 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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

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).

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 on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 4-27-2022

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2023

8/24/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A: Underwriters at Lloyds of London		10736	
INSURER B: The Travelers Indemnity Company of Connecticut		25682	
INSURER C: Endurance American Specialty Insurance Co.		41718	
INSURER D: The Phoenix Insurance Company		25623	
INSURER E:			
INSURER F:			

INSURED
1508023
EMI PORTA HOLDCO LLC
(see attached named insured schedule)
4949 RAINES RD #101
MEMPHIS TN 38118

COVERAGES**CERTIFICATE NUMBER: 18816394****REVISION NUMBER: XXXXXXXX**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per LOC Agg CAP \$5M	Y	N	SCG1039622	4/1/2022	4/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							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
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	4T87997A-BA	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	N	ELD30018196700	4/1/2022	4/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4T879108-UB	4/1/2022	4/1/2023	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured in favor of 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 on all policies (except Workers' Compensation/EL) where and to the extent required by written contract.

CERTIFICATE HOLDER**CANCELLATION** See Attachment**18816394**

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

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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Type of Policy: FailSafe Technologies Errors or Omissions Liability
Policy Number: 83 SBA AH7P17
Effective: 09/24/2021 – 09/24/2022
Limits:
Each Wrongful Act: \$5,000,000
Aggregate Limit: \$5,000,000

Named Insured Schedule

EMI-Porta Holdco, LLC

EMI Porta Opco, LLC

Electro-Mech Industries, Inc.

Integrated Display Systems, LLC (IDS LLC)

Zzipco LLC

Anchor Seals LLC

Texacone , Inc.

Standard Elevator Systems (DBA Torin)

Torin Drive International LLC

TN 4949 Raines LLC

Elevator Equipment Company, LLC

DNZ Holdco Inc.

McIntosh Industries Inc

Electro Mechanical Technologies Inc

Mcintosh Urban Renewal Corporation

CRK Hillside, LLC

AZS Holdings, LLC