

GOAA DATE 31/10/2022
ITEM NO. 3.E
DOCUMENTARY # 101318

AMENDMENT NO. 3

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
APPLETON CREATIVE, INC

TO

PURCHASING CONTRACT 11-17

THIS AMENDMENT NO. 3 made and entered into as of the 10 day of May, 2022, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and APPLETON CREATIVE, INC (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated March 1, 2018, and as amended by Amendment No. 1 dated October 5, 2018, and Amendment No. 2 dated March 3, 2021 the Contractor agreed to provide all creative services for advertising materials, promotional materials, collateral materials, and related special projects including, but not limited to, writing, designing, illustrating and otherwise preparing materials for the Orlando International Airport, Orlando, Florida; and

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

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

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

1. **Renewal Term of Contract.** The term of the Contract shall be, and hereby is renewed and extended for a period of one twelve (12) months, commencing effective as of March 1, 2022, and expiring February 28, 2023.
2. **Compensation.** Authority shall pay to the Contractor during the second renewal option, upon satisfactory completion of the work required by the provisions of the Contract, the Fees and Hourly Rates as found in Attachment "A-3", Second Renewal Option Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.
3. **Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
4. **Public Entity Crimes Act.** The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a

public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

5. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 3, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:



Anna Farmer
Assistant Secretary
May 10 2022 3:41 PM

DocuSign

Assistant Secretary

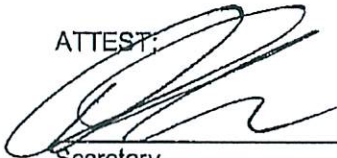
[Official Seal]



Anna Farmer
May 10 2022 3:41 PM

DocuSign

ATTEST:




Secretary

[CORPORATE SEAL]

GREATER ORLANDO AVIATION AUTHORITY

Kevin Thibault
May 9 2022 4:53 PM

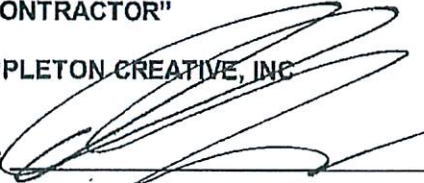
DocuSign

By: 
Chief Executive Officer

"CONTRACTOR"

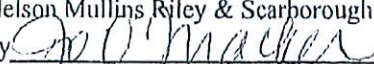
APPLETON CREATIVE, INC

By:



Its: CEO

DIANA LARUE, CEO
Print or Type Name and Title

Approved as to Form and Legality
this 28 day of April, 2022
Nelson Mullins Riley & Scarborough, LLP
By: 
Greater Orlando Aviation Authority

ATTACHMENT "A-3"

Second Renewal Option Prices

ITEM	DESCRIPTION	FEE FOR DESIGN & PROOFS*
1.	Annual Report: 4-color; 16 page; 8.5"x11" folded	\$7,500.00
2.	Comprehensive Annual Financial Report ("CAFR"): 4-color cover; 8 tabs; 150 page document	\$9,500.00
3.	OEA Brochure; 4-color; 3-panel; 4"x9" folded rack brochure	\$1,600.00
4.	OEA Economic Impact Brochure: 4-color; 3-panel 4"x9" folded rack brochure	\$1,600.00
5.	Public Art Program Brochure: 4-color; 8.5"x11" folded brochure	\$1,800.00
6.	Generic Brochure: 4-color; 8.5"x11" folded brochure	\$1,800.00
7.	Technology Brochure (New): 4-color; 4"x9" folded rack brochure	\$1,800.00
8.	Marketing Presentation: 4-color; 60 page; 8.5"x11" folded brochure	\$8,500.00
9.	Press Kit Cover: 4-color; 9"x12"; standard folder; w/2 pockets)	\$1,500.00
10.	Shopping Guides: (4-color; 5-panel; 4"x9" folded rack brochure)	\$1,800.00
11.	Wayfinding Maps: 4-color; 8.5"x11" folded brochure	\$1,800.00
12.	Invitation 2-spot colors; 4"x9" folded; with Envelope 1-color	\$1,200.00
13.	Advertisement: ¼ page; black and white	\$400.00
14.	Advertisement: ¼ page; 2-color	\$500.00
15.	Advertisement: ¼ page 4-color process	\$500.00
16.	Advertisement: ½ page; black and white	\$500.00
17.	Advertisement: ½ page; 2-color	\$700.00
18.	Advertisement: ½ page; 4-color process	\$700.00
19.	Advertisement: full page; black and white	\$700.00
20.	Advertisement: full page; 2-color	\$850.00
21.	Advertisement: full page; 4-color process	\$850.00
22.	Copywriting: 8 1/2"x11 page	\$125.00

ADDITIONAL CREATIVE SERVICES AS NEEDED:		
ITEM	DESCRIPTION	HOURLY RATE*
23.	Web/Social Media Marketing Services	\$155.00
24.	Photo Shoot as per Specification with Art Director and Photographer	\$225.00
25.	Video Photo Shoot as per Specification with Art Director and Photographer	\$225.00
26.	Editing/Producing	\$225.00
27.	Graphic Design and production for web, print and video.	\$125.00
28.	Copywriting/Script writing	\$125.00
29.	Programming and Animation	\$155.00
30.	Production	\$100.00
31.	Proofing	\$ 90.00
32.	Still Photography Shoot	\$225.00
33.	Production: Scouting	\$100.00
34.	Production: Art Director	\$125.00
35.	Set-Up and Pre-Press Production for Graphics/Web	\$125.00
36.	Set-Up and Testing	\$155.00
37.	Audio Editing for Video/Film	\$155.00
38.	Video Editing for Video/Film	\$155.00
39.	Production – Producer	\$125.00
40.	Video Production Assistant	\$ 90.00
41.	Video Shoot High Definition	\$225.00
42.	Boom	\$350.00
43.	Green Screen	\$200.00
44.	Prints for proofs and mock-ups	\$ 3.00
45.	WMV Digital Movie File	\$ 25.00
46.	Music Cuts	\$150.00
47.	In-House Printing – (color processed/per print side)	\$ 1.50

TOTAL ESTIMATED AMENDMENT No. 3 VALUE: \$182,550.00

* The Authority has no obligation to require the use of any particular size, color process, and number of pages. Proposals will be evaluated based on the fee for design, film and proofs and the Hourly Rate, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Fee for design, film, proof and photography and the Hourly Rate provided in the successful Proposer's Proposal for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor. The Hourly Rate provided in the Proposal should take into consideration the Hourly Rates paid to all of the Contractor's employees used in performing the Contract services.