

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
SAAB INC.

TO

W-396 VIRTUAL RAMP CONTROL SYSTEM

THIS AMENDMENT NO. 3 ("AMENDMENT") made and entered into as of the 11th day of August, 2023, subject to, and incorporated by reference into the above-referenced Contract entered into between **GREATER ORLANDO AVIATION AUTHORITY** ("Owner" or "Aviation Authority") and **SAAB INC. F/K/A SAAB SENSIS CORPORATION** ("Contractor," together with Owner, the "Parties"), dated as of March 2, 2020. The Parties acknowledge and confirm that this Addendum and activities hereunder are incorporated into the Contract.

WITNESSETH:

WHEREAS, the Aviation Authority and Contractor entered into W-396 Contract dated March 2, 2020, and as amended by Addendum No. 1 dated March 2, 2020, and Addendum No. 2, dated September 16, 2020, the Contractor agreed to provide Software Licensing, Support and Equipment Maintenance for the Virtual Ramp Control (VRC) system; and

WHEREAS, the VRC system Go-Live and the start of the twelve (12) month warranty, software licensing, support and equipment maintenance period was effective on September 20, 2022, and will expire on September 19, 2023; and

WHEREAS, the five (5) year agreement with Saab, Inc. for W-396 Virtual Ramp Control Software Licensing, Support and Equipment Maintenance is now known as Agreement# 23-550-NOW Virtual Ramp Control Software Licensing, Support and Equipment Maintenance; and

WHEREAS, the Aviation Authority and Contractor entered into an agreement for software licensing, system support services and equipment maintenance for a period of five years; and

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

1. **Effective Date:** The effective date of this Amendment shall be September 20, 2023.
2. **Term of Amendment:** The term of the Contract commences September 20, 2023, and expires September 19, 2028 provided, under the terms and conditions of the Contract shall continue in full force and effect.
3. **Compensation:** The Aviation Authority shall pay to the Contractor during the term of the Contract, upon satisfactory completion of the work required by the provisions of the

Contract, the prices as shown on Attachment "A-3", Five Year Prices. Compensation shall be paid quarterly pursuant to the terms and conditions of the Contract.

4. Suit/Proceedings. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. New Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

5. Public Entity Crimes Act. New Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

6. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 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 to Addendum No. 3 to be duly executed as of the date and year first above written.

"AVIATION AUTHORITY"

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Anna Farmer
Assistant Secretary

By: _____
Kevin J. Thibault, P.E. F.ASCE
Chief Executive Officer

[Official Seal]


"CONTRACTOR"

ATTEST:

SAAB INC. f/k/a SAAB SENSIS CORPORATION




Secretary

By: 

Mike Gerry
Vice President, General Manager

[CORPORATE SEAL]



Approved as to Form and Legality
this 8 day of August, 20 23
Nelson Mullins Riley & Scarborough, LLP
By: 

Greater Orlando Aviation Authority

**Attachment
"A-3"**

23-550-NOW Virtual Ramp Control Software Licensing, Support and Equipment Maintenance

AMENDMENT#3

PERIOD OF SEPTEMBER 20, 2023 THROUGH SEPTEMBER 19, 2028

ITEM	DESCRIPTION	ANNUAL PRICE	EXTENDED PRICE (5 YEARS)	NOTES
1	Aerobahn SMAN Software Licenses	\$ 240,136.00	\$ 1,200,680.00	Includes 10 concurrent user licenses for use by GOAA and VRC Controllers - COTS Aerobahn SMAN software includes previously developed integrations and data feeds, once annual on-site training in addition to computer based training up to 4-times / year
2	Global Flight Manager (GFM) Web Application NAS View System 20 Concurrent Users	\$ 30,200.00	\$ 151,000.00	Includes 20 concurrent user licenses for use by GOAA and VRC Controllers - COTS Aerobahn Global Flight Manager (GFM) software includes once annual on-site training in addition to computer based training up to 4-times / year
3	MCO VRC System Equipment Annual maintenance & support	\$ 94,800.00	474,000.00	On-going system monitoring maintenance and repair including labor, materials and equipment for VRC camera and MLAT systems Does not include voice radio, touch entry display (TED) or voice switch (Frequentis) equipment
FIVE YEAR TOTAL ITEM #1				\$ 1,200,680.00
FIVE YEAR TOTAL ITEM #2				\$ 151,000.00
FIVE YEAR TOTAL ITEM #3				\$ 474,000.00
FIVE YEAR GRAND TOTAL FOR ITEMS 1-3				\$ 1,825,680.00