# AMENDMENT NO. 19

## BY AND BETWEEN

# GREATER ORLANDO AVIATION AUTHORITY AND SITA INFORMATION NETWORKING COMPUTING USA, INC. TO

#### **PURCHASING CONTRACT 23-05**

THIS AMENDMENT NO. 19 made and entered into as of the <u>January 1, 2024</u>, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **SITA INFORMATION NETWORKING COMPUTING USA, INC.** (hereinafter referred to as "Contractor").

# <u>WITNESSETH:</u>

WHEREAS, by Contract dated May 3, 2006, as amended by Amendment No. 1 dated May 3, 2006, Amendment No. 2 dated March 9, 2009, Amendment No. 3 dated December 11, 2009, Amendment No. 4 dated October 29, 2010, Amendment No. 5 dated December 22, 2011, Amendment No. 6 dated November 21, 2012, Amendment No. 7 dated November 1, 2013, Amendment No. 8 dated August 28, 2015, Amendment No. 9 dated August 19, 2015, Amendment No. 10 dated July 13, 2016, Amendment No. 11 dated April 5, 2017, Amendment No. 12 dated April 6, 2017, Amendment No. 13 dated July 23, 2019, Amendment No. 14 dated July 24, 2019, Amendment No. 15 dated December 31, 2019, Amendment No. 16 dated April 15, 2021, Amendment No. 17 dated July 1, 2021, and Amendment No. 17 dated July 1, 2021, Contractor agreed to provide a Multi-Use Flight Information Display System Installation and Maintenance ("MUFID System") for the Authority at the Orlando International Airport, Orlando, Florida; and,

**WHEREAS**, the Authority desires and the Contractor agrees to extend the Contract for a period of two years through December 31, 2025; and,

**WHEREAS**, the Authority desires and the Contractor agrees to amend the Contract to correct the hourly rate for MUFIDS, Additional Services, Service Technician.

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

1. <u>Extend Term of Contract.</u> The term of the Contract shall be, and hereby is extended for a period of two years, commencing effective as of January 1, 2024 and expiring December 31, 2025.

2. <u>Compensation</u>. The Authority shall pay to the Contractor during the extended term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the unit prices as shown on Attachment "A-19", Pricing for Extension Years 11 and 12. Compensation shall be paid pursuant to the terms and conditions of the Contract.

3. <u>Contractor's Letter of Credit/Performance Bond</u>. Prior to the execution of this Amendment No. 19, Contractor shall furnish Authority with a replacement letter of credit or duly executed rider or other acceptable form of amendment to Contractor's letter of credit or a performance bond (see Attachment "B-19") for the extended term in an amount, which is not less than Five Hundred Eighty-One Thousand and Five Hundred Thirty-Three Dollars (\$581,533).

4. <u>Suits/Proceedings</u>. New 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, New 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.** Fees Associated with Identification Badges and Keys. The Aviation Authority will issue, for a fee, to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. As of October 1, 2023 the fees associated with identification badges and keys will be effective:

- a. New Issue/Renewal \$100.00
- b. Name Change \$25.00 (paid at time of issuance)
- c. Addition \$25.00 (i.e. adding company name, driver, etc.)
- d. Deletion \$25.00
- e. Lost \$500.00
- f. Stolen No Charge with proper documentation
- g. New Hard Key \$50.00
- h. Lost Hard Key \$500.00
- i. AOA Vehicle Decal \$25.00 per vehicle

# Note: No personal checks or credit card payments are accepted. Companies will be assessed a \$1,000.00 fee for each non-returned identification badge and \$500.00 for each non-returned key.

6. <u>Public Entity Crimes Act</u>. 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."

**7.** <u>Continuing Effect of Contract Provisions</u>. Except as amended by this Amendment No. 19, the Contract shall continue in full force and effect in accordance with its terms and conditions.

# IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY

has caused this Amendment No. 19 to be executed in its name by its Chief Executive Officer, or authorized delegate, and the said Contractor.

# "AVIATION AUTHORITY"

# **GREATER ORLANDO AVIATION AUTHORITY**

KARCA By: box SIGN 1V3Q39J4-4L2ZQQX2

Kevin J. Thibault Name /Title

Date: Nov 28, 2023

# "CONTRACTOR"

Harihar Subramanian

By: boxsign 4Z7PLZQQ-4L2ZQQX2

Harihar Subramanian / Regional CFO

Date: <u>Nov 29. 2023</u>

# APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

Jo O, Thacker

By: back SIGN 1868PPLP-41.22QQX/2

Date: <u>Nov 28, 2023</u>

# Amendment 19

# January 1, 2024 thorugh December 31, 2024

MUFIDS, North Terminal - Maintenance and Repair Services during Standard Maintenance Working Hours	\$	29,589.33	Per Month
Display Ground, North Terminal - Operations, Sustain, and Support Resources	\$	39,192.67	Per Month
Display Ground/Mufids, South APM - Operations, Sustain, and Support Resources	\$	15,591.67	Per Month
Display Ground/Mufids, South Terminal - Operations, Sustain, and Support Resources	\$	47,666.67	Per Month
FIDS Data/Integration/Modifications	\$	6,650.00	Per Month
MUFIDS, Additional Monthly Software Maintenance	\$	5.26	Each/Per Month
MUFIDS, Additional Monthly Hardware Maintenance	\$	75.00	Each/Per Month
MUFIDS, FlightView - Monthly Fee	\$	2,040.00	Per Month
MUFIDS, Software Licenses Eclipsx View	\$	357.00	Each
MUFIDS, DDC Configurations	\$	271.00	Each
Display Ground, Automated Display Command & Control Software Svce	\$	2,292.00	Per Month
Display Ground, Video Wall Channel for 4 Screen Splitting	\$	1,864.50	Each
Display Ground, Video Wall Channel 4 Screen Splitting - Software Svce	\$	23.33	Each/Per Month
Display Ground, Video Wall Pixel Perfect Video Wall	\$	1,265.00	Each
Display Ground, Video Wall Pixel Perfect Video Wall, Software Service	\$	15.83	Each/Per Month
Display Ground, 4k Synchronized full HD, Multi-Zone, Multi-Layer, Pixel Perfect License	\$	2,970.00	Each
Display Ground, 4k Synchronized full HD, Multi-Zone, Multi-Layer, Pixel Perfect License, Software Services	\$	37.13	Each/Per Month
Display Ground, Video Wall Content Package (Airline Content)	\$	28,681.00	Each
Display Ground, Curbside Display (Airline Content)	\$	5,681.00	Each
Display Ground, Wayfinding Content (Airport Content)	, \$	3,593.75	Each
Display Ground, Self-Check-In Content (Airport Content)	\$	11,425.25	Each
Display Ground, Airport Branded Experiences (Airport Content)	\$	57,442.50	Each
South Terminal, Video Wall Channel for Pixel Perfect Cinfiguration	\$	1,150.00	Each
South Terminal, Video Wall Channel for Pixel Perfect Cinfiguration, Software Services	\$	14.58	Each/Per Month
South Terminal, BIDS Smart Data Server Module - Perpetual	\$	1,788.13	Per Month
South Terminal, FIDS Smart Data Server Module - Perpetual	\$	1,894.38	Per Month
South Terminal, GIDS Smart Data Server Module - Perpetual	\$	2,106.25	Per Month
South Terminal, GIDS Smart Data Server Module - Perpetual	\$	2,106.25	Per Month
South Terminal, Cost for Chanding Canvases (more than 50% Changes) or New Canvases	\$	3,018.75	1 to 2 Screens
South Terminal, Cost for Chanding Canvases (more than 50% Changes) or New Canvases	\$	7,820.00	3 to 5 Screens
South Terminal, Cost for Chanding Canvases (more than 50% Changes) or New Canvases	\$	16,933.75	6 to 10 Screens
South Terminal, Cost for Chanding Canvases (more than 50% Changes) or New Canvases	\$	21,562.50	11 to 14 Screens
South Terminal, Cost for Chanding Canvases (more than 50% Changes) or New Canvases		35,420.00	15 to 29 Screens
	\$ ¢	66,527.50	30 to 59 Screens
South Terminal, Cost for Chanding Canvases (more than 50% Changes) or New Canvases	\$	124,200.00	
South Terminal, Cost for Chanding Canvases (more than 50% Changes) or New Canvases	\$ ¢	•	60 to 120 Screens
MUFIDS, Maintenance, Non-Standard Hours	\$	120.00	Per Hour
MUFIDS, Additional Services, Software Engineer	\$	135.00	Per Hour
MUFIDS, Additional Services, Project Manager	\$	135.00	Per Hour
MUFIDS, Additional Services, Installation/Integration Engineer	\$	110.00	Per Hour
MUFIDS, Additional Services, Service Technician	\$	135.00	Per Hour
Display Ground, Additional Services and Content Adjustment, Sr. Developer	\$	189.75	Per Hour
Display Ground, Additional Services and Content Adjustment, Sr. Developer (on-Site)	\$	247.25	Per Hour
Display Ground, Additional Services and Content Adjustment, Developer	\$	143.75	Per Hour
Display Ground, Additional Services and Content Adjustment, Creative Director	\$	172.50	Per Hour
Display Ground, Additional Services and Content Adjustment, Creative Director (on-Site)	\$	230.00	Per Hour
Display Ground, Additional Services and Content Adjustment, Designer	\$	115.00	Per Hour
Display Ground, Additional Services and Content Adjustment, Designer (On-Site)	\$	172.50	Per Hour
Display Ground, Additional Services and Content Adjustment, Project Manager	\$	109.25	Per Hour
Display Ground, Additional Services and Content Adjustment, Project Manager (On-Site)	\$	166.75	Per Hour

Year 1 Extension Estimated Value

\$2,312,700.00

# January 1, 2025 thorugh December 31, 2025

MUFIDS, North Terminal - Maintenance and Repair Services during Standard Maintenance Working Hou	ırs \$	29,589.33	Per Month
Display Ground/Mufids, South APM - Operations, Sustain, and Support Resources	\$	13,866.67	Per Month
Display Ground/Mufids, South Terminal - Operations, Sustain, and Support Resources	\$	30,766.68	Per Month
FIDS Data/Integration/Modifications	\$	6,650.00	Per Month
MUFIDS, Additional Monthly Software Maintenance	\$	5.26	Each/Per Month
MUFIDS, Additional Monthly Hardware Maintenance	\$	75.00	Each/Per Month
MUFIDS, FlightView - Monthly Fee	\$	2,040.00	Per Month
MUFIDS, Software Licenses Eclipsx View	\$	357.00	Each
MUFIDS, DDC Configurations	\$	271.00	Each
MUFIDS, Maintenance, Non-Standard Hours	\$	120.00	Per Hour
MUFIDS, Additional Services, Software Engineer	\$	135.00	Per Hour
MUFIDS, Additional Services, Project Manager	\$	135.00	Per Hour
MUFIDS, Additional Services, Installation/Integration Engineer	\$	110.00	Per Hour
MUFIDS, Additional Services, Service Technician	\$	135.00	Per Hour
Year 2 Extension Estimated V	alue	\$1,185	<b>5,900.00</b>
Total 2-Year Extension Estimated V	alue	\$3,498	3,600.00

#### RIDER

To be attached to and form part of:

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Bond Number	800123012
dated	December 13, 2018
issued by the	ATLANTIC SPECIALTY INSURANCE COMPANY
in the amount of	<u>\$2,000,000.00</u>
on behalf of	SITA INFORMATION NETWORKING COMPUTING USA, INC. (Principal)
and in favor of	GREATER ORLANDO AVIATION AUTHORITY (Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

# 1) The Bond Amount shall be amended:

# FROM: Two Million & 00/100 Dollars (\$2,000,000.00) TO: Five Hundred Eighty One Thousand Five Hundred Thirty Three & 00/100 Dollars (\$581,533.00)

## 2) The Bond Expiration shall be amended: FROM: 12/31/2023 TO: 12/31/2025

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 31<sup>st</sup> day of December, 2023.

Signed, Sealed & Dated this 21<sup>st</sup> day of November, 2023.

SITA INFO	RMATI	ON NETWORKIN	NG COMPUTING	<u> JUSA, INC.</u>
(Principal)	4			

By: \_\_\_

ATLANTIC SPECIALTY INSURANCE COMPANY (Surety)

Elizal By: Elizabeth K. Sterling, Attorney-in-Fact



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Elizabeth K Sterling, Benjamin A Stahl, Megan K. Douaire**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

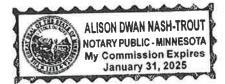
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



Sarah A. Kolar, Vice President and General Counsel

#### STATE OF MINNESOTA HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



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Notary Public

Bv

l, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 21st day of November 2023

This Power of Attorney expires January 31, 2025



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Kara L.B. Barrow, Secretary