

AMENDMENT NO. 1

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
VANDERLANDE INDUSTRIES, INC.**

TO

CONTRACT 26-22

THIS AMENDMENT NO. 1 made and entered into as of the 27th day of June, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **VANDERLANDE INDUSTRIES, INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated May 16, 2018, Contractor agreed to provide the Authority with Baggage Handling System (BHS) Operation and Maintenance (O&M) Services for the South Terminal C, Phase 1 at the Orlando International Airport, Orlando, Florida;

WHEREAS, the Authority desires and the Contractor agreed to amend sections of the Operations and Maintenance (O&M) General Conditions, Specifications and Breakdown of O&M Price as described below.

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:** In accordance with the Specifications for the BHS, Section 1.4B, this Amendment constitutes a Notice to Proceed with the O&M Services on May 1, 2022.
- 2. Article 1, Scope of Work,** Shall be revised as follows:

This Contract is to provide Operation and Maintenance (O&M) services for the South Terminal C, Phase 1, Baggage Handling System (BHS), the Transportation Security Administration (TSA) Checkpoint Automated Screening Lanes (ASLs) and related Remote Screening Workstations Equipment, at the Orlando International Airport, as well as the four training simulator machines that were provided by the Contractor. The Services include all labor, supervision, management oversight, training, spare parts, materials, tools, equipment, submissions, reports, consumables, uniforms and all other items and services necessary to provide twenty-four (24) hours per day seven (7) days per week, on-site operations, maintenance and repair, including Corrective Maintenance (CM), Preventative Maintenance (PM) and Predictive Maintenance (PdM), all in accordance with the Contract Documents, including fulfillment of the Authority's maintenance obligations of the Memorandum of Understanding(MOU) between the Authority and the TSA, dated September 16, 2021, and the TSA's Capability Acceptance Process Terms and Conditions, both of which are attached hereto as Exhibit A and fully incorporated herein.

3. **General Conditions**, Article 2, Compensation – Invoice and Payment for Services shall be replaced in its entirety by **Attachment “A”**.

4. **Specification Part 2**, Personnel and Staffing Requirements:

a. Section 2.4.E.1.g shall be deleted and replaced by Section 2.4.F.1

b. Section 2.4.E.2.d shall be deleted and replaced by Section 2.4.F.2.

c. Section 2.4.F, **Attachment “B”**, shall be added to Specification Part 2, Personnel and Staffing Requirements.

5. **Checkpoint and Remote Screening Equipment**: The Services for the Checkpoint and Remote Screening Equipment, as described in **Attachment “C”** shall commence on the date of the fully executed TSA’s Offer and Acceptance Letter and continue until the responsibility for maintenance is assumed by the TSA or another party, which is currently anticipated to be four (4) years from the date of TSA Acceptance.

6. **Pricing**: Summary of Total O&M Price by Year (Pages PF.01-17 through PF.01-18) and Breakdown of Total O&M Price for Year 1 through Year 10 (Pages PF 02-07 through PF 02-16) shall be replaced by **Attachment “D”**.

7. **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.

8. **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 Contractor 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.”

9. **Whistle Blower Reporting Line**. The 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 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 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.

10. Continuing Effect of Contract Provisions. Except as amended by this Amendment No.1, the Contract shall continue in full force and effect in accordance with its terms and conditions.

11. The Exhibits attached hereto and referred to herein, are hereby acknowledged to be true and accurate, and are hereby incorporated into the Contract and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

[Official Seal]

"CONTRACTOR"

ATTEST:

VANDERLANDE INDUSTRIES, INC.

Secretary

By: _____
N. Porter

Its: President

[CORPORATE SEAL]

Nick Porter, President, APS NA
Print or Type Name and Title

Approved as to Form and Legality
this 16 day of May, 2022
Nelson Mullins Riley & Scarborough, LLP
By: *Joe Macker*
Greater Orlando Aviation Authority