

AMENDMENT NO. 1

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
STANLEY ACCESS TECHNOLOGIES
TO**

PURCHASING CONTRACT 05-20

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

WITNESSETH:

WHEREAS, by Contract dated October 1, 2019, Contractor agreed to provide Automatic Door Repair, Maintenance, and Upgrade Services at the Orlando International Airport, Orlando, Florida; and

WHEREAS, the Contract provides Authority with thirty-six (36) months initial service and with the Authority having two (2) options to renew the term of the Contract for periods of one (1) year; and

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

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 the Contract.** The term of the Contract shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as of October 1, 2022 and expiring September 30, 2023.
- 2. Compensation.** Authority shall pay to the Contractor during the renewal 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-1", First 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. **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.

6. **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.

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.

ATTEST:



Anna Farmer
Assistant Secretary
May 27 2022 5:14 PM
DocuSign

Assistant Secretary

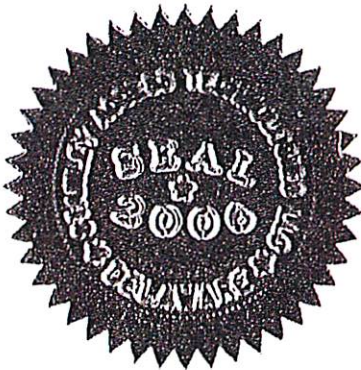
[Official Seal]


Anna Farmer
May 27 2022 5:14 PM
DocuSign

ATTEST:


Charles L. Casella
Secretary


[CORPORATE SEAL]



“AUTHORITY”

GREATER ORLANDO AVIATION AUTHORITY

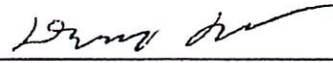
Tom Draper
May 27 2022 4:52 PM

By: 
Chief Executive Officer
DocuSign

Date: _____

“CONTRACTOR”

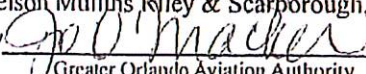
STANLEY ACCESS TECHNOLOGIES

By: 

Its: Chief Financial Officer

David Pepi Chief Financial Officer

Print or Type Name and Title

Approved as to Form and Legality
this 24 day of May, 2022
Nelson Mullins Riley & Scarborough, LLP
By: 
Greater Orlando Aviation Authority

Elliot Martinez Fraticelli

From: Anna Farmer
Sent: Thursday, May 26, 2022 5:24 PM
To: Directors and Aides
Cc: Elliot Martinez Fraticelli
Subject: Designee for Chief Executive Officer

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Friday, May 27, 2022, returning Tuesday, May 31, 2022. During his absence, Mr. Tom Draper, Chief of Operations, will be his designee. Mr. Draper can be reached at tdraper@goaa.org or (407) 825-3021.

Please continue to use the signature process in place. Thank you.

Anna Farmer
Manager, Board Services
One Jeff Fuqua Boulevard
Orlando, FL 32827
Phone: 407-825-2032
Email: anna.farmer@goaa.org
Website: www.orlandoairports.net

**UNANIMOUS WRITTEN CONSENT
OF THE
DIRECTORS
OF
STANLEY ACCESS TECHNOLOGIES LLC**

The undersigned, being the directors of Stanley Access Technologies LLC, a Delaware limited liability company (the “Company”), do hereby consent to the adoption of, and do hereby adopt the following resolutions as if the same had been adopted at a meeting of the board:

NOW, THEREFORE, BE IT RESOLVED:

That Troy Dayon is hereby removed as President of the Company effective February 1, 2022 and will be replaced with Brian Pertman:

Alex Bulger is hereby removed as Chief Financial Officer of the Company effective February 1, 2022 and will be replaced by David Pepi; and

Michael J. Blum is hereby removed as Secretary of the Company effective February 1, 2022 and will be replaced with Charles L. Casella.

RESOLVED, that each of the following persons is hereby elected and ratified, confirmed and approved to hold the office set forth opposite his or her name, each to hold such office until his or her resignation or removal or until his or her successor is duly appointed and shall qualify:

| | |
|--------------------|--|
| Brian Pertman | President |
| David Pepi | CFO |
| Gregory Smulski | VP of Real Estate |
| Michael Vagnini | VP of Tax Compliance and Financial Reporting |
| Michael Bartone | VP, Corporate Tax |
| Karen Maples | VP of Regulatory Compliance and Licensing |
| Charles L. Casella | Secretary |
| Robert Paternostro | Treasurer |
| Adan Ayala | Assistant Secretary |
| Theodore Morris | Assistant Secretary |
| Donald Riccitelli | Assistant Secretary |
| Luke Norris | Principal Member |
| Shawn Turner | Principal Member |
| Peter Lee | Qualified Agent – Hawaii |
| Aaron Seibert | Director of Operations |

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have signed this unanimous written consent as of the date first set forth below.

Michael A. Bartone

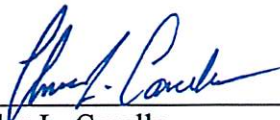
Michael A. Bartone
February 1, 2022

Charles L. Casella
February 1, 2022

Michael D. Vagnini
February 1, 2022

IN WITNESS WHEREOF, the undersigned have signed this unanimous written consent as of the date first set forth below.

Michael A. Bartone
February 1, 2022



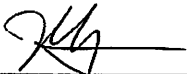
Charles L. Casella
February 1, 2022

Michael D. Vagnini
February 1, 2022

IN WITNESS WHEREOF, the undersigned have signed this unanimous written consent as of the date first set forth below.

Michael A. Bartone
February 1, 2022

Charles L. Casella
February 1, 2022



Michael D. Vagnini
February 1, 2022

ATTACHMENT A-1

05-20 Automatic Door Repair, Maintenance & Upgrade Services

First Renewal Option

October 1, 2022 through September 30, 2023

| DESCRIPTION | UNIT PRICE | ESTIMATED QTY | EXTENSION |
|---------------------------------------|-------------------|----------------------|---------------------|
| Standard Working Hours | \$ 95.00 | 200 | \$ 19,000.00 |
| Non-Standard Working Hours | \$ 142.50 | 100 | \$ 14,250.00 |
| Estimated Parts, Materials, etc. | \$ 50,000.00 | 1 | \$ 50,000.00 |
| Mark-Up | 10% | 50000 | \$ 5,000.00 |
| ESTIMATED FIRST RENEWAL OPTION | | | \$ 88,250.00 |



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

MEMORANDUM

TO: Diana Hershner, Senior Manager, Purchasing and Material Control

FROM: Luis A. Aviles, Purchasing Manager - Contracts

DATE: March 3, 2022

SUBJECT: Purchasing Contract 05-20, Automatic Door Repair, Maintenance, and Upgrade Services – Amendment Approval in an amount up to and including \$100,000 with Stanley Access Technologies

ITEM DESCRIPTION

Recommendation to Approve Amendment No. 1, First Renewal Option, for Purchasing Contract 05-20, Automatic Door Repair, Maintenance, and Upgrade Services with Stanley Access Technologies.

BACKGROUND

The term of the Contract is for sixty (60) months, which commenced on October 1, 2019 with the Aviation Authority having options to renew the Contract for two (2) additional periods of one (1) year each. The initial term is due to expire on September 30, 2022.

This Contract requires Stanley Access Technologies to furnish all labor, supervision, tools, equipment, parts, materials, and all other items necessary or proper for, or incidental to, performing automatic sliding and swing door repair, maintenance, and upgrade services.

ISSUES

First Renewal Option – October 1, 2022 through September 30, 2023.

Department – Concur with the renewal option.

Contractor – Based on information known at this time, the Contractor has performed satisfactorily during the previous and current contracts.

This is a service Contract for automatic door repair, maintenance, and upgrade services. Pricing is based on an hourly rate for standard and non-standard working hours and mark-up percentage multiplied by the estimated number of annual hours for annual service. The actual amount paid is based on actual work requested by the Aviation Authority and satisfactorily provided by Stanley Access Technologies. All labor rates for the maintenance and repairs will be billed at the current rate. The Authority would only be obligated to pay the hourly rates for the services actually requested and/or approved in advance by the Authority.

This Contract does not include a Minority and Women Business Enterprise (MWBE) or a Local Developing Business (LDB) participation requirement due to the specialized scope.

FISCAL IMPACT

The fiscal impact for this Contract Adjustment is a not-to-exceed amount of \$88,250.00 with funding from the Operation and Maintenance Fund account codes: 301.686.210.5460002.000.000000 and 301.686.210.5460002.000.000000. Funds expected to be spent under the contract in the current fiscal year are within budget. Funding required in current and subsequent fiscal years will be allocated from the Operation and Maintenance Fund, as approved through the budget process and when funds become available.


RECOMMENDED ACTION

It is respectfully requested that the Senior Purchasing Manager: (1) to approve Amendment No. 1, First Renewal Option, for Purchasing 05-20, Automatic Door Repair, Maintenance, and Upgrade Services to Stanley Access Technologies; (2) authorize funding from the Operation and Maintenance Fund in a not-to-exceed amount of \$88,250.00; and (3) authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

Attachments

- A – Contract History
- B – Small Business Memo
- C – Finance Form

Approved:



Luis A. Aviles, Purchasing Manager - Contracts

3/3/22

Date

Concur:



Diana Hershner, Sr. Purchasing Manager

3/4/22

Date

ATTACHMENT A

CONTRACT HISTORY

05-20, Automatic Door Repair, Maintenance, and Upgrade Services

| CONTRACT | APPROVALS | DESCRIPTION | TERM | DOLLARS |
|--|--|---------------------------|----------------------------------|---------------------|
| Initial Term | <ul style="list-style-type: none"> •CPC Approved 08/05/2019 •Board Approved 08/29/2019 - Item "RR" | 36 Months Initial Term | 10/01/2019 thru 09/30/2022 | \$ 265,750.00 |
| Amendment No. 1 | <ul style="list-style-type: none"> • Pending CPC Meeting Approval 03/3/2022 | First Renewal Option | 10/01/2022 Thru 09/30/202 | \$88,250.00 |
| Total Contract Value with all Changes (approved and proposed) | | | | \$354,000.00 |

ATTACHMENT B



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
5850-B Cargo Road
Orlando, Florida 32827-4399

MEMORANDUM

To: Diana Hershner, Senior Manager, Purchasing and Material Control

From: Orlando Santiago Pérez, MSEP, C.M., Small Business Compliance
Administrator

Date: March 3, 2022

Subject: Recommendation to Approve Amendment No. 1, First Renewal
Option, for Purchasing Contract 05-20, Automatic Door Repair,
Maintenance, and Upgrade Services with Stanley Access
Technologies.

The term of the Contract is for sixty (60) months, effective which commenced on October 1, 2019 with the Aviation Authority having options to renew the Contract for two (2) additional periods of one (1) year each. The initial term is due to expire on September 30, 2022.

Issues:

First Renewal Option - October 1, 2022 through September 30, 2023.

Fiscal Impact:

The fiscal impact for this Contract Adjustment is a not-to-exceed amount of \$88,250.00.

At the time of Award, MWBE or LDB goals were not established.

Should you have questions, you may contact Orlando Santiago at 407-825-7134.

ATTACHMENT C

Greaterion Authority
Attachment A

| | | | |
|--------------------------------|--|-----------------------------------|---|
| Date: | <u>3/2/2022</u> | Requestor's Extension: | <u>x-3374</u> |
| Requestor's Name: | <u>Richard Schulz</u> | Preparer's Extension: | <u>x-2495</u> |
| Form Preparer's Name: | <u>John Field</u> | Purchasing Solicitation #: | <u>Purchasing Contract 05-20</u> |
| Requestor's Department: | <u>Maintenance</u> | CCM / CPC / PSC: | <u>CPC</u> |
| Description: | <u>Purchasing Contract 05-20: First Renewal Option</u> | Committee Date: | <u>3/4/2022</u> |
| Vendor: | <u>Stanley Access Technologies</u> | Committee Agenda Item#: | <u> </u> |

NON-PROJECT FUNDS: O&M, CAP EX, I&D, R&R, OEA REVENUE FUNDS

| Account Code <small>Format: xxx.xxx.xxx.xxxxxxx.xxx.xxxxxx</small> | FY23 Amount | FY24 Amount | FY25 Amount | FY26 Amount | FY27 Amount | Total Contract |
|---|------------------|----------------|----------------|----------------|----------------|-------------------|
| 301.686.210.5460002.000.000000 | 79,425.00 | | | | | 79,425.00 |
| 301.686.692.5460002.000.000000 | 8,825.00 | | | | | 8,825.00 |
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| | | | | | | - |
| Total Requisition | 88,250.00 | - | - | - | - | 88,250.00 |
| Requisition Number | BPA | BPA | | | | |

| | |
|---|---|
| OMB Notes: Funding Approver <u>Andrea Harper</u> | Converted into PO #: _____ Date: _____ Buyer: _____ |
| Total Requisition \$ - | |
| BPA Amount \$ 88,250.00 | |
| Grand Total - Agree to Committee Item \$ 88,250.00 | |