

AMENDMENT NO. 2
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
CONVERGINT TECHNOLOGIES, LLC
TO
PURCHASING CONTRACT 13-22 FIRE ALARM SYSTEM TESTING, CERTIFICATION,
AND REPAIR SERVICES

THIS AMENDMENT NO. 2 made and entered into as of Oct 31, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **CONVERGINT TECHNOLOGIES, LLC**. (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, by Contract dated November 1, 2021, and as amended by Amendment No. 1 dated April 28, 2023, Contractor agreed to provide Fire Alarm System Testing, Certification, and Repair Services at Orlando International Airport; and

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

WHEREAS, the Aviation Authority desires to exercise its first 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 (1) year, commencing effective as of November 1, 2024, and expiring October 31, 2025.
- 2. Compensation**. The Aviation 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-2**" **First Renewal Option Pricing**. 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. Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services. The Contractor acknowledges the following: Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13). Contractor shall complete the attached affidavit “B-2” **Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services.**

6. Fees Associated with Identification Badges and Keys. The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance of identification badges and keys. The Aviation Authority shall determine the term of each badge at the time of issuance.

Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.

7. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 2, 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. 2 to be executed in its name by its Chief Executive Officer, or authorized delegate, and the said Contractor.

**“AVIATION AUTHORITY”
GREATER ORLANDO AVIATION AUTHORITY**

By:  boxSIGN 4KL67561-4L6QYXQ2

Kathleen M, Sharman, CFO CEO Designee
Name /Title

Date: Oct 31, 2024

**“CONTRACTOR”
CONVERGINT TECHNOLOGIES, LLC**

By:  boxSIGN 1J577QZ3-4L6QYXQ2

Michael Ioime Vice President
Name/Title

Date: Oct 15, 2024

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

By: Jo O. Thacker

Date: Oct 29, 2024

May 30, 2024

RE: Convergent Technologies LLC

To Whom it May Concern:

I am Kevin Donegan, and I am a Manager and Executive Vice President of Convergent Technologies LLC. I hereby certify the following:

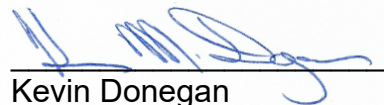
- Mike Ioime is a Vice President and has the authority to sign contracts up to \$2,000,000.

If you have any questions regarding the foregoing, please do not hesitate to contact me at 1(703) 531-9613.

Sincerely,

CONVERGINT TECHNOLOGIES LLC

By:



Kevin Donegan
Manager & Executive Vice President

ATTACHMENT "A-2"
FIRST RENEWAL OPTION PRICING
PURCHASING CONTRACT 13-22
FIRE ALARM SYSTEM TESTING, CERTIFICATION AND REPAIR SERVICES

YEAR FOUR

PERIOD: 11/1/2024 - 10/31/2025

SECTION A - FIRE ALARM SYSTEM TESTING AND CERTIFICATION			
ITEM	LOCATION	UOM	ANNUAL PRICE
1	GOAA Satellite Parking, North Park Place (Blue Lot) - 5101 Cargo Road	Annual	\$1,208.00
2	Fire Extinguisher Building - 4001 Express Street	Annual	\$805.00
3	United (Continental) Hangar North - 8855 Tradeport Drive	Annual	\$2,145.00
4	USDA Building - 3951 Tradeport Drive	Annual	\$805.00
5	United (Continental) Materials - 4121 Centerport Drive	Annual	\$2,415.00
6	Wings Aviation (Darden) - 4000 Execuair Street	Annual	\$508.00
7	GOAA Annex - 5585 Casa Verde Road	Annual	\$6,441.00
8	West Cargo Building - 8829 Bear Road	Annual	\$805.00
9	858 Building (Delta Cargo Building) - 6150 Cargo Road	Annual	\$1,037.00
10	GOAA Maintenance Administration - 8550 Casa Verde Road	Annual	\$805.00
11	GOAA Material & Control - 8652 Casa Verde Road	Annual	\$805.00
12	GOAA Maintenance Shops - 8648 Casa Verde Road	Annual	\$805.00
13	GOAA Security (K9) Building - 8735 Casa Verde Road	Annual	\$80.00
14	MPOE - 9056 Binnacle Way	Annual	\$1,610.00
15	Centerfield ARFF - 5605 S Perimeter Rd	Annual	\$1,610.00
16	East ARFF - 8801 Heintzelman Road	Annual	\$1,610.00
17	West ARFF - 4170 Express St	Annual	\$1,610.00
18	ARFF Administration Building - 5603 Perimeter Rd.	Annual	\$576.00
19	GOAA Motor Transport - 8701 Casa Verde Road	Annual	\$576.00
20	Plaza Building (Beeline) East (Hyatt Receiving) - 7317 McCoy Road	Annual	\$1,610.00
21	Harcourt, Brace & Jovanovich (HBJ) - 7401 Dowden Road	Annual	\$2,415.00
22	B Toll Plaza - 9400 Airport Boulevard	Annual	\$805.00
23	Remote Sorting Facility (BAGS) – (Delta Cargo) - 6190 Cargo Road	Annual	\$2,415.00
24	Bus Maintenance Facility - 8200 Casa Verde Road	Annual	\$1,208.00
25	GOAA Engineering & Construction - 5850 Cargo Road	Annual	\$1,152.00
26	GOAA International Waste – (616) - 8610 Bear Road	Annual	\$805.00
27	Fuel Farm - 3800 Express Street	Annual	\$230.00
28	Tradeport Fire Pump Building - 8857 Tradeport Drive	Annual	\$391.00
29	GOAA Airside 4 Central Energy Plant - 9518 Jeff Fuqua Boulevard	Annual	\$1,564.00
SECTION A - FIRE ALARM SYSTEM TESTING AND CERTIFICATION			

ITEM	LOCATION	UOM	ANNUAL PRICE
30	North Main Terminal - 9400 Jeff Fuqua Boulevard	Annual	\$38,644.00
31	Airside 1 - 9050 Airport Boulevard	Annual	\$8,051.00
32	Airside 2 - 9000 Airport Boulevard	Annual	\$9,661.00
33	Airside 3 - 9700 Airport Boulevard	Annual	\$8,051.00
34	Airside 4 - 9750 Airport Boulevard	Annual	\$8,051.00
35	Plaza I (Beeline) West Building - 7305 McCoy Rd	Annual	\$1,610.00
36	Airfield Ops (Lambry Bldg) - 9076 Binnacle Way	Annual	\$1,208.00
37	GOAA 17L Electrical Vault (1401) - 7459 Dowden Rd	Annual	\$1,208.00
38	APM/ITF/PDL CEP - 11084 Canal Rd	Annual	\$1,528.00
39	APM/ITF/PDL Building - 10211 Access Rd	Annual	\$13,761.00
40	Parking Garage - C - 10300 Jeff Fuqua Blvd	Annual	\$4,300.00
41	Hyatt Hotel - 9300 Jeff Fuqua Blvd	Annual	\$29,183.00
42	GOAA 18L Vault (532) - 9270-9300 Taxi-Way Rd	Annual	\$1,208.00
43	GOAA 17R Vault (1002) - 5805 Dowden Rd	Annual	\$1,208.00
44	GOAA 18R Vault (411) - Tradeport Drive	Annual	\$1,208.00
45	Parking Garage – A (838) - 9250 Jeff Fuqua Blvd	Annual	\$1,610.00
46	Parking Garage – B (839) - 9550 Jeff Fuqua Blvd	Annual	\$1,610.00
47	Emergency Power Generation (EPG) - 10176 Jeff Fuqua Blvd.	Annual	\$1,280.00
48	Terminal C Central Energy Plant (CEP) - 10543 Jeff Fuqua Blvd.	Annual	\$1,280.00
49	Terminal C Ground Transportation Facility - 10304 Jeff Fuqua Blvd.	Annual	\$2,560.00
50	Terminal C Landside - 10300 Jeff Fuqua Blvd.	Annual	\$52,358.95
51	Terminal C Airside - 10200 Jeff Fuqua Blvd.	Annual	\$52,358.95
SECTION A SUBTOTAL:			\$280,788.90

SECTION B - FIRE ALARM SYSTEM MAINTENANCE				
ITEM	LOCATION	EST. HOURS	HOURLY RATE	EXTENDED PRICE
52	On-Site Fire Alarm Technician/Programmer Standard	2080	\$65.00	\$135,200.00
53	On-Site Fire Alarm 2nd Technician/Programmer Standard - For Terminal C, added per A1	2080	\$65.00	\$135,200.00
54	Fire Alarm Technician Helper for Repairs	100	\$15.00	\$1,500.00
55	On-Site Fire Alarm Technician/Programmer Non-Scheduled Call Back Services	200	\$65.00	\$13,000.00
56	TC&R Services - Fire Alarm Technician/Programmer	1050	\$65.00	\$68,250.00
57	TC&R Projects - Fire Alarm Technician Helper for Repairs	100	\$15.00	\$1,500.00
SECTION B SUBTOTAL:				\$354,650.00

SECTION C - FIRE ALARM SYSTEM ADDITIONAL SERVICES MARK-UPS

ITEM	LOCATION	EST. ANNUAL QTY.	% MARK-UP	EXTENDED PRICE
58	Estimated Annual Cost for materials purchased for Fire Alarm System Testing and Certification Services; covers A1 areas plus Terminal C(A2)			\$60,000.00
59	Contractor's Mark-Up Percentage over its cost for materials purchased for Fire Alarm System Testing and Certification Services	60,000	0.15	\$9,000.00
60	Estimated Annual Cost for rentals used for Fire Alarm System Testing and Certification Services			\$60,000.00
61	Contractor's Mark-Up Percentage over its cost for Rentals used for Fire Alarm System Testing and Certification Services	60,000	0%	\$0.00
62	Estimated Annual Cost for Subcontractor Services used for Fire Alarm System Testing and Certification Services			\$60,000.00
63	Contractor's Mark-Up Percentage over its cost for Subcontractor Services used for Fire Alarm System Testing and Certification Services	60,000	0.15	\$9,000.00
SECTION C SUBTOTAL:				\$198,000.00

FIRST RENEWAL OPTION ESTIMATED VALUE:	\$833,438.90
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ATTACHMENT B-2

GREATER ORLANDO AVIATION AUTHORITY
Nongovernmental Entity Declaration Regarding
the Use of Coercion for Labor and Services

Nongovernmental Entity's Name: Convergint Technologies

Nongovernmental Entity's FEIN: TBD

Authorized Officer or
Representative Name and Title: Michael Ioime Vice President

Nongovernmental Entity's Address: 41 Skyline Dr. Suite 1025

City: Lake Mary State: Florida ZIP: 32746

Phone Number: 678-614-6447

Email Address: mike.ioime@convergint.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13).

The nongovernmental entity identified above does not, pursuant to section 787.06(2)(a):

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine, or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

By: Michael Ioime
box SIGN 1J577QZ3-4L6QYXQ2

Authorized Officer or Representative for Nongovernmental Entity
Print Name and Title: Michael Ioime Vice President
Date: Oct 15, 2024