

AMENDMENT NO. 1

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

TECHNOLOGY MANAGEMENT CORPORATION(TMC) D/B/A TECHNOLOGY MANAGEMENT CORPORATION-1 INCORPORATED

TO

PURCHASING AGREEMENT 24-101-C-RFP

THIS AMENDMENT NO. 1 made and entered into as of Nov 6, 2024 by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **TECHNOLOGY MANAGEMENT CORPORATION(TMC) D/B/A TECHNOLOGY MANAGEMENT CORPORATION-1 INCORPORATED**. (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, by Agreement dated May 24, 2024, Consultant agreed to provide Information Technology Continuing Consulting Services at Orlando International Airport, Orlando, Florida; and

WHEREAS, the initial term of the Agreement currently expires on May 31, 2029; and

WHEREAS, the Aviation Authority and Consultant agree to provide the Aviation Authority with Information Technology Staff Augmentation Support Services to the Information Technology Department. This support will provide a Senior Applications Program Analyst for Sharepoint and an Applications Program Analyst for ServiceNow. These roles will supply the Information Technology department with full-time support for two of the Aviation Authority's most critical IT.

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

1. **Effective Date**: The effective date of this Amendment shall be October 1, 2024.
2. **Agreement Adjustment**. The Consultant's scope of work shall be amended to provide the Aviation Authority with Information Technology staff augmentation support services
3. **Compensation**. The Aviation Authority shall pay the Consultant for the services performed, not to exceed five hundred sixty thousand and forty dollars (\$560,040.00). Pricing is based on the hourly rate described in Attachment A-1, Pricing Rate. The actual amount paid will be based on work requested by the Aviation Authority and satisfactorily provided by the Consultant. Compensation will be paid pursuant to the terms and conditions outlined in the Agreement.
4. **Suits/Proceedings**. The Consultant agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Agreement or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida. The Consultant waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Consultant 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. The Consultant 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.”

Fees Associated with Identification Badges and Keys. The Consultant 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.

6. Continuing Effect of Agreement Provisions. Except as amended by this Amendment No. 1, the Agreement 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. 1 to be executed in its name by its Chief Executive Officer, or designee, and the said Consultant.

“AVIATION AUTHORITY”

GREATER ORLANDO AVIATION AUTHORITY

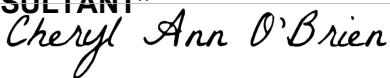


By: **box** SIGN 1V3Q39J4-4Q9228VW

Title: CEO

Date: Nov 6, 2024

“CONSULTANT”



By: **box** SIGN 4KWJQKY3-4Q9228VW

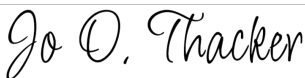
Cheryl Ann O'Brien Founder and President
Print or Type Name and Title

Date: Oct 29, 2024

APPROVED AS TO FORM AND LEGALITY

on this date Oct 29, 2024 for the use and reliance
of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP



By: **box** SIGN 1R68P9LP-4Q9228VW

Title: Partner

ATTACHMENT A-1

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

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|--|--|------------------------------|-------------------|
| Nongovernmental Entity's Name: | <u>Technology Management Corporation</u> | | |
| Nongovernmental Entity's FEIN: | <u>41-1619066</u> | | |
| Authorized Officer or Representative Name and Title: | <u>Cheryl Ann O'Brien</u> | <u>Founder and President</u> | |
| Nongovernmental Entity's Address: | <u>4790 Lakeway Terrace</u> | | |
| City: | <u>Shorewood</u> | State: <u>MN</u> | ZIP: <u>55331</u> |
| Phone Number: | <u>952-470-0217</u> | | |
| Email Address: | <u>cobrien@tmc-1.com</u> | | |

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.

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| Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true. |
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Cheryl Ann O'Brien

By: **box** SIGN 4KWJQKY3-4Q9228VW

Authorized Officer or Representative for Nongovernmental Entity

Print Name and Title: Cheryl Ann O'Brien Founder and President

Date: Oct 29, 2024

ATTACHMENT "A-1"
First Year (Period)

| Line Item | Description | Unit of Measure | Unit Cost |
|------------------|-----------------------------|------------------------|------------------|
| 1 | App. Prog./Analyst | Hourly | \$108.00 |
| 2 | Associate Business Analyst | Hourly | \$110.00 |
| 3 | Business Analyst | Hourly | \$140.00 |
| 4 | Clerical | Hourly | \$65.00 |
| 5 | Consultant | Hourly | \$160.00 |
| 6 | Contract Administrator | Hourly | \$138.00 |
| 7 | Design Technician | Hourly | \$150.00 |
| 8 | Database Administrator | Hourly | \$150.00 |
| 9 | GIS Admin/Analyst | Hourly | \$150.00 |
| 10 | IT Architect | Hourly | \$106.00 |
| 11 | IT Buyer | Hourly | |
| 12 | IT Contracts Administrator | Hourly | |
| 13 | IT Contracts Manager | Hourly | |
| 14 | IT Systems Specialist | Hourly | \$90.00 |
| 15 | Network Engineer | Hourly | \$82.00 |
| 16 | Principal | Hourly | \$265.00 |
| 17 | Principal Consultant II | Hourly | \$290.00 |
| 18 | Program/Project Manager | Hourly | \$210.00 |
| 19 | Project Coordinator | Hourly | \$85.00 |
| 20 | Project Manager | Hourly | \$160.00 |
| 21 | Project-Program Coordinator | Hourly | \$124.00 |
| 22 | Senior Consultant | Hourly | \$210.00 |
| 23 | Senior Managing Consultant | Hourly | \$240.00 |
| 24 | Senior Project Manager | Hourly | \$200.00 |
| 25 | Service Desk Representative | Hourly | \$74.00 |
| 26 | Sr. App. Prog./Analyst | Hourly | \$165.00 |
| 27 | Sr. Business Analyst | Hourly | \$190.00 |
| 28 | Sr. Engineer I | Hourly | |
| 29 | Sr. IT Architect | Hourly | \$170.00 |
| 30 | Sr. IT Systems Consultant | Hourly | \$170.00 |
| 31 | Sr. IT Systems Operator | Hourly | \$135.00 |
| 32 | Sr. IT Systems Specialist | Hourly | \$145.00 |

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|---|-----------------|-----------|
| 33 | Sr. Network Engineer | Hourly | \$141.00 |
| 34 | Sr. QA Engineer | Hourly | \$135.00 |
| 35 | Sr. Security Systems Specialist | Hourly | \$240.00 |
| 36 | Sr. Service Desk Representative | Hourly | \$85.00 |
| 37 | Sr. System Engineer | Hourly | \$175.00 |
| 38 | Sr. Systems Admin | Hourly | \$132.00 |
| 39 | Sr. Telecom Engineer | Hourly | \$180.00 |
| 40 | Subject Matter Expert (SME) | Hourly | \$200.00 |
| 41 | System Analyst | Hourly | \$100.00 |
| 42 | Telecom Engineer/Analyst | Hourly | \$110.00 |
| 43 | Travel Premium | Hourly | \$60.00 |
| Line Item | Description | Unit of Measure | Unit Cost |
| 1 | BIM/Revit Tech | Hourly | \$145.00 |
| 2 | Cyber Security Technician III | Hourly | \$132.00 |
| 3 | Jr. IT Systems Specialist | Hourly | \$63.00 |
| 4 | Passenger Processing Systems Support Technician | Hourly | \$53.00 |
| 5 | Principal Consultant I | Hourly | \$265.00 |
| 6 | Security Systems Specialist | Hourly | \$215.00 |
| 7 | Senior Low Voltage Technician | Hourly | \$157.00 |
| 8 | Senior Systems Administrator | Hourly | \$145.00 |
| 9 | Sr. Passenger Processing Systems Support Technician | Hourly | \$64.00 |
| 10 | Systems Admin | Hourly | \$88.00 |