



GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES (PS-649)

**AVIATION SPECIALTY CONSULTING SERVICES
& FEDERAL GOVERNMENTAL RELATIONS
CONSULTING SERVICES FOR INTERNATIONAL AIR
SERVICE DEVELOPMENT SUPPORT**

**ORLANDO INTERNATIONAL AIRPORT
&
ORLANDO EXECUTIVE AIRPORT**

ORLANDO, FLORIDA

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REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES (PS-649)

AVIATION SPECIALTY CONSULTING SERVICES AND FEDERAL GOVERNMENTAL RELATIONS CONSULTING SERVICES FOR INTERNATIONAL AIR SERVICE DEVELOPMENT SUPPORT

ORLANDO INTERNATIONAL AND ORLANDO EXECUTIVE AIRPORTS

Pursuant to the policies and procedures of the Greater Orlando Aviation Authority ("Aviation Authority"), notice is hereby given that Request of Qualifications are invited from professional firms and individuals ("Proposers") to submit qualifications for **Aviation Specialty Consulting Services and for Federal Governmental Relations Consulting Services for International Air Service Development Support (PS-649)**.

The Aviation Authority is seeking a Consultant(s) to provide Aviation Specialty Consulting Services ("Services") along with a designated subcontractor or a joint venture, to provide Federal Governmental Relations Consulting Services for International Air Service Development support to the Aviation Authority for the Orlando International Airport (MCO) and Orlando Executive Airport.

The Awarded Consulting Firm will agree that it shall be bound by a restrictive covenant for exclusivity of services and noncompetition, which shall forbid it from accepting similar airport Aviation Specialty Consulting agreements/contracts within a 150-mile radius of MCO.

Sealed responses will be received by the Greater Orlando Aviation Authority until 11:00 a.m. Eastern Standard Time on Tuesday, October 13, 2020.

The Scope of Services, Request for Qualifications, Submission Requirements, General Requirements, and Form of Agreement will be available on **Sunday, September 13, 2020**, and may be downloaded by visiting the AirportLink website at <http://AirportLink.perfect.com>

A Non-Mandatory Pre-Submittal Conference will be held at **3:00 p.m.** Eastern Time on **Tuesday, September 22, 2020**. Information on how to attend the Pre-Submittal Conference is listed in the Request for Qualifications document on AirportLink.

The professional services referenced in this Advertisement are subject to approval by the Aviation Authority prior to any work or services being performed. The Aviation Authority reserves the right to waive any informalities or irregularities or reject any and all Submittals.

GREATER ORLANDO AVIATION AUTHORITY

By: Carson Good
Aviation Authority Chairman

1.0 **OVERVIEW**

Submittals for professional services for the Orlando International Airport and Orlando Executive Airport will be received by the Greater Orlando Aviation Authority ("Aviation Authority").

The Aviation Authority is soliciting interested parties as specified in this Request for Qualifications ("RFQ") to submit their Statement of Qualifications ("SOQ") to be evaluated and ranked with the Aviation Authority's Professional Services Committee ("PSC") for providing Aviation Specialty Consulting Services and Federal Governmental Relations Consulting Services (PS-649).

It is the intent of the Aviation Authority to evaluate the SOQs based on the experience and qualifications detailed in the submission requirements that demonstrate that the Proposer has provided, and is capable of providing the Scope of Services. Award, if made, will be to the responsible and responsive Proposer submitting the SOQ, which is deemed by the Aviation Authority, in its sole discretion, to be the most highly qualified to the Aviation Authority, after considering the evaluation criteria as detailed in the General Requirements.

The Awarded Consulting Firm will agree that it shall be bound by a restrictive covenant for exclusivity of services and noncompetition, which shall forbid from accepting similar airport Aviation Specialty Consulting agreements/contracts within a 150-mile radius of MCO.

It is the Consultant's practice to serve multiple clients within industries, including those with potentially opposing interests. Accordingly, the Consultant may have served, may currently be serving or may in the future serve other clients whose interests may be adverse to those of the Authority. In all such situations, the Consultant is committed to maintaining the confidentiality of each client's information and will abide by non-disclosure procedures (such as firewall protocols and other safeguards) to ensure that all confidences are protected. In no event, however, shall Consultant provide any air service development work to any airports within a 150-mile radius of MCO during the term of this Agreement or for nine (9) months following the end of this Agreement, either through expiration or termination.

Interested Proposers are requested to submit their SOQs in accordance with the Submission Instructions (Section 3) of the Submission Requirements. Any SOQ received after the date and time specified will not be considered.

The Agreement period, if an Agreement is awarded following the RFQ process, will be for thirty-six (36) months with the initial service to commence on or about January 1, 2021, and with the Aviation Authority having options to renew the Agreement for two (2) additional periods of one (1) year each upon mutual agreement. The agreement between the successful Proposer and the Aviation Authority will be non-exclusive.

A Pre-Submittal Conference will be held **Tuesday, September 22, 2020 at 3:00 p.m. Eastern Time via a GoToMeeting.**

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/209835125>

DIAL IN FOR AUDIO (REQUIRED):

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 209-835-125

If participating in the Pre-Submittal Conference, participants are respectfully requested to RSVP to PS649@goaa.org with their company name and contact information. The call will include a review of the RFQ package with a question and answer period. **Attendance at the Pre-Submittal Conference is not mandatory but is strongly encouraged.** Proposers are expected to be familiar with the RFQ package and to provide the Aviation Authority with any questions regarding the RFQ at the Pre-Submittal Conference. Following the Pre-Submittal Conference, minutes may be electronically downloaded by visiting AirportLink's website at <http://AirportLink.perfect.com>.

The Aviation Authority reserves the right to waive any informalities or irregularities of SOQs, to request clarification of information submitted in any SOQ, to request additional information from any Proposer, or to reject any or all SOQs, and to re-advertise for SOQs. The Aviation Authority also reserves the right to extend the date and time period during which it will accept SOQs.

Proposers should note Section D, General Requirements, describes irregularities in SOQs that may cause them to be rejected by the Aviation Authority. Included in these irregularities are those such conditions, limitations, or unauthorized alternative SOQs which may require the Aviation Authority to reject a SOQ. You are strongly urged to seek the Aviation Authority's written advice **BEFORE you submit a Proposal containing any of the irregularities described in Section D, General Requirements.**

2.0 SCOPE OF SERVICES

It is the intent of the Aviation Authority that a Consultant will provide the services specified in this RFQ. The Aviation Authority intends to select the Consultant that it deems to be responsible and responsive, and the most highly qualified to the Aviation Authority to perform the required services after considering the evaluation criteria, in its exclusive discretion. The selected Consultant shall perform, for and on behalf of the Aviation Authority, Aviation Specialty Consulting Services and Federal Governmental Relations Consulting Services for International Air Service Development Support for the Orlando International Airport and Orlando Executive Airport, which may include but not be limited to the following:

A. AVIATION SPECIALTY CONSULTING SERVICES:

1. Work with GOAA staff to conduct annual planning and review of Air Service Development (ASD) efforts.
2. Review of existing ASD and proposed GOAA prepared ASD airline route development marketing presentations. Provide on-demand input and recommendations to GOAA regarding the ASD presentations and needed elements to enhance their effectiveness and marketability.
3. Understand the impact of the changing global economic environment including COVID-19 and its' impact to Orlando International Airport (MCO) ASD including the changing traveler demographics and travel patterns as historical data becomes less indicative.
4. Provide ongoing direction, tactical, input, validation, and recommendation for MCO ASD.
5. Develop analysis of at-risk international flights. Identify the airlines' weak or weakening MCO flights.
6. Advance strategic ASD efforts for MCO with both Japan and China.
7. Develop an international leakage study when requested.
8. Assess the need for ongoing on-demand MCO Origin & Data (O&D) service gap analysis.
9. Analyze O&D market access compared to market demand including analysis of passenger and schedule data to understand popular destinations and the routings and timings of currently available flights.
10. Identify obstacles MCO needs to overcome to further develop international route expansion by airline partnerships. Recommend strategies and next steps needed to increase various airline partners to launch new service to MCO from their respective hubs.
11. Support GOAA at ASD related conferences and/or airline headquarters meetings when requested.
12. Provide, when requested, introductions to airline network planning executives.

13. Provide Comprehensive review of gate utilization at MCO when requested. The analysis evaluates a number of aspects, including overall and seasonal gate use patterns; airport lease structures; competitive access; gate use policies and gate utilization monitoring process. Evaluation of peak periods, domestic and international utilization of the airside.
14. Provide Economic and Financial Analysis when requested on scenarios impacting MCO current or future operations.
15. Provide air cargo analysis including Commodity Flow Analysis, Hub Location Analysis, Mode-Split Modeling, All-Cargo Service Studies and Carrier Presentations.
16. Provide regulatory support including Route Case Preparation/Presentation, Case Strategy Development, Expert Testimony and Supporting Exhibits Antitrust Analysis and Support, Aircraft Operating Rules, Regulatory Accounting and Reporting, Government Regulatory Policy Analysis and Environmental Policy Analysis.
17. Provide litigation support including Federal, State, and Administrative Proceedings, Arbitration Cases, Preparation of Economic Evidence and Analysis, Expert Reports and Testimony in both Private Litigation and Administrative Cases and U.S. Administrative Tribunals: DOT, DOJ, FAA.
18. Coordinate efforts with and assist in coordination among Co-Consultants (if more than one is chosen), the Authority's Chief Executive Officer, members of the Authority staff and other designated interests to develop and implement a strategy for obtaining new and enhanced charter and scheduled international air service to and from MCO.

B. FEDERAL GOVERNMENTAL RELATIONS CONSULTING SERVICES FOR INTERNATIONAL AIR SERVICES DEVELOPMENT SUPPORT

Due to the nature of this scope of services, the awarded Co-Consultant is required to be located in the Greater Washington D. C. region.

1. Represent GOAA at its sole discretion, before governmental agencies of the United States or of foreign governments in connection with international route proceedings and related matters.
2. Provide excellent skills in writing and editing legislative language, talking points, letters and advocacy papers. Also, ability to orally brief GOAA senior management and other contacts on state of play, summarizing all positions.
3. Extensive knowledge of aviation industry, both commercial aspects and regulatory. Networking skills and contacts with related individuals, including journalists, airport and airline representatives, Capitol Hill staff, US Department of Transportation, State Department, FAA and US and international regulators.
4. Industry relationship building assistance including foreign governments and key officials at Embassies of key air service target countries.
5. Share relevant intelligence with the GOAA CEO and/or Senior Director of Marketing & Air Service Development regarding bilateral and multilateral issues; and relevant public policy and regulatory issues.

6. Identify issues that present an opportunity for MCO to earn goodwill with potential air service target carriers by supporting good public policy positions important to them.
7. Work with airport officials to identify opportunities consistent with current international air service rights, and identify when such rights need to be broadened to make targeted opportunities possible.
8. Monitor and advise on industry commercial developments, as well as regulatory and policy developments, that may impact the airport's ability to attract new air service from targeted airlines.
9. Provide periodic status reports or presentations as may be requested from time to time by the Authority Board, CEO or their designee.
10. Coordinate efforts with and assist in coordination among Co-Consultants (if more than one is chosen), the Authority's Chief Executive Officer, members of the Authority staff and other designated interests to develop and implement a strategy for obtaining new and enhanced charter and scheduled international air service to and from Orlando International Airport ("MCO").

C. ADDITIONAL SERVICES

If during the contractual period additional services are needed, the selected Consultant (s) may, at the option of the Aviation Authority, be engaged to perform these additional services. The selected Consultant, shall upon receipt of the written request from the CEO, perform such additional services based upon the hourly rates in the Professional Services Agreement. All additional work will be documented by amendment to be approved following Aviation Authority policies, prior to the performance of any additional services.

* * * * * END OF SCOPE OF SERVICES * * * * *

3.0 SUBMISSION REQUIREMENTS

In order to maintain comparability and enhance the review process, SOQs must be organized in the manner specified below.

A. SUBMISSION INSTRUCTIONS:

Sealed SOQs will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until 11:00 a.m. Eastern Time on Tuesday, October 13, 2020. SOQs may be delivered prior to the above time and date. SOQs transmitted electronically or by facsimile will not be accepted. Any SOQ received after the time and date specified will not be considered, but will be returned unopened.

The SOQs must be submitted in a sealed package which shall be clearly marked **“Request for Qualifications for Aviation Specialty Consulting Services and Federal Governmental Relations Consulting Services for International Air Services Development Support (PS-649)”**. The original SOQ shall be clearly marked “Original”. Six (6) additional copies of the SOQ should also be included with the Original. Additionally, an exact electronic* copy of the SOQ should be included with the Original on an individual electronic USB Flash Drive.

Submittal in PDF format shall have navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single USB Flash Drive. In cases where there are discrepancies between the electronic PDF and hard copy, the hard copy shall take precedence.

Submittal responses shall include the information requested below in a single volume, with each response tabbed, numbered and ordered in the same manner as provided in this RFQ. The information should be submitted on one-sided 8.5 X 11 inch pages in Arial font with no smaller than 10-pitch font, excluding resumes, charts, reports, examples, and case studies.

EACH PROPOSER SHALL SUBMIT THE FOLLOWING INFORMATION:

B. PROPOSERS STATEMENT OF THE FOLLOWING:

The Proposer shall include the legal name, address, and authorized signature of the proposing firm who will sign the Agreement for Aviation Specialty Consulting Services (the “Agreement”) (if such Proposer is awarded the Agreement), together with the following information regarding the Proposer:

1. Contact name of individual responsible for account (“Lead Individual”).
2. Address of office that will handle account (the “Proposing Office”).
3. Telephone number of the Lead Individual or office that will handle the account.
4. Email address of the Lead Individual.
5. Type of organization (corporation, sole proprietor, partnership, other).
6. Federal employer identification number.

C. JOINT VENTURE OR PARTNERSHIP

A statement declaring the type of business relationship the Proposer will use (a joint venture or other form of business relationship) to perform the services. If the Proposer is a joint venture or partnership, the Experience and Qualifications in Section E may be satisfied by the Joint Venture or Partnership entity. Please state whether the entity is currently in existence, is being formed specifically for this project, or whether it will be formed upon award. If the Joint Venture is formed specifically for this agreement/project or will be formed upon award, please provide a copy of the Joint Venture or Partnership Agreement with the SOQ.

D. MINIMUM REQUIREMENTS:

In order to be considered for evaluation, the Proposers shall demonstrate sufficient capacity, ability, resources, and experience to provide Aviation Specialty consulting services as required by the Aviation Authority. At a minimum, each Proposer shall provide the following:

1. Proposer must certify in writing with its SOQ that Proposer will be registered to do business in the State of Florida, prior to award. If already registered provide a copy of such registration to the Aviation Authority with the SOQ submission.
2. Provide documentation that demonstrates Proposer has had first-hand experience since January 1, 2015, in providing the Scope of Services described herein.
3. Proposer shall provide an affirmative statement that it is independent of the Aviation Authority.
4. Proposer shall provide a written statement affirming that by submitting a response to this RFQ, the Proposer and its team members **will agree that it shall be bound by a restrictive covenant for exclusivity of services and noncompetition, which shall forbid from accepting or maintaining similar airport Aviation Specialty Consulting agreements/contracts within a 150-mile radius of MCO.**

E. EXPERIENCE AND QUALIFICATIONS:

1. As part of the SOQ, Proposer shall include a narrative of the experience and qualifications of the Proposer, sub-consultant, and all the Engagement Team members relative to the Scope of Services.
2. The Proposer shall include an organization chart and resumes of the individuals on the Engagement Team and clearly identify the proposed role for each.
3. The Proposer shall identify the Lead Individual to be assigned to the Aviation Authority's account who is capable and has at least ten years of experience with Aviation Specialty Consulting Services and Federal Relations immediately preceding the date of this RFQ.

F. SPECIFIC APPROACH AND METHODOLOGY:

The Proposer shall provide a written description of the Proposer's approach and methodology to the Scope of Services. The Proposer shall include a concise description of the Proposer's services.

1. Provide a written and dated case study prepared to demonstrate the Proposer's approach.
2. Provide documentation that demonstrates the Proposer's experience with Air Service Development consulting, and Federal Governmental Relations consulting with regard to international air service.
3. Proposer shall provide evidence that it is familiar with the requirements of this RFQ and the specific consulting specializations to which it refers. Proposer shall identify the types of aviation related projects that they have assisted with, and their role.

G. TRANSITION PLAN

Proposer shall submit a detailed transition plan with its SOQ. This plan shall describe in detail the process that would be followed to implement the services to be provided pursuant to the Scope of Services. This plan shall also include time frames and information that would be required for such services to be fully operational and include a sample timeline (with an explanation of how this timeline would be used in the transition process.)

H. CLAIMS INFORMATION:

Disclose all lawsuits, arbitrations and claims filed or raised by or against the Proposer over the last five (5) years, specifically identifying:

- The project involved.
- The parties involved.
- The nature of the claim(s).
- Amount at issue.
- Disposition or status.
- Litigation, case style, number, and jurisdiction.

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

I. ENGAGEMENTS WITH OTHER AIRPORT(S) AND GOVERNMENTAL ENTITIES:

The Proposer shall provide a brief description of the Proposer's engagement with other airports and/or governmental entities that demonstrates their experience providing Aviation Specialty Consultant services within the last five (5) years.

J. REFERENCES:

1. The Proposers' references should demonstrate that it has the experience required, and reasonably has the reputation, to perform the Scope of Services described. It is the responsibility of the Proposer to provide references and information that most closely demonstrate experience with airport or public entity accounts of similar size, complexity, and risk exposure as the Aviation Authority.
2. The Proposer shall provide a minimum of three, but no more than five, references of airports and/or governmental entity clients of the Proposing Office that demonstrate: (i) the Proposer satisfies the Minimum Requirements as described in Section D of the Submission Requirements; (ii) the Engagement Team has the experience to perform the services required by this RFQ; and (iii) establishes the reputation of the Proposer and the Engagement Team.
3. At a minimum, Proposer shall provide the following information for each reference:
 - a. Name
 - b. Address
 - c. Contact person
 - d. Telephone number and email address of contact person
 - e. Brief Description of Major Project Components
 - 1) Overview of Work Performed
 - 2) Challenges and Resolution

- 3) Project Results
 - 4) Project Timeline
 - 5) Proposer's Role and Team Member and summary of work performed by Proposer. Indicate which team member(s) provided services.
- f. Status (current or past client)
4. The Proposer shall provide a list of any clients to whom the Proposer has provided Aviation Specialty Consulting Services on or after January 1, 2015, and to which any such services terminated prior to the end of the Agreement term. If services were terminated, the Proposer shall explain why.

K. PRIOR OR PENDING CONVICTIONS, INDICTMENTS, INVESTIGATIONS, REGULATORY INVESTIGATIONS, AND CONFLICTS OF INTEREST

The Proposer shall provide a description of all prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to conducting Aviation Specialty Consulting Services, in which Proposer or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of Proposer's response to this RFQ or an affirmative statement that there are none. The Proposer must also describe any conflicts of interest with the Aviation Authority that the Proposer's firm has or may have and how that conflict of interest would be mitigated, or provide an affirmative statement that there are none.

L. PROOF OF INSURANCE:

Proposer shall include in the SOQ evidence of the Proposer's ability to provide the insurance coverage, either by means of an existing policy or other verifiable proof (Agent/Broker commitment letter), as detailed in Section D, General Requirements, Paragraph 8, Insurance Requirements.

M. MINORITY AND WOMEN BUSINESS ENTERPRISE AND/OR LOCAL DEVELOPING/VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAMS:

1. All Proposers are hereby notified that they are highly encouraged to comply with: 1) the Minority and Women Business Enterprise ("MWBE") program requirement as defined in the Aviation Authority's MWBE Policy, and 2) the Local Developing Business/Veteran Business Enterprise ("LDB/VBE") program requirement as defined in the Aviation Authority's LDB/VBE Policy. The Policies, along with the certified MWBE and LDB/VBE Directories are available on-line at the Aviation Authority's web site: http://www.orlandoairports.net/small_business.
2. The Aviation Authority has not set a MWBE or LDB/VBE participation goal for this RFQ, however, MWBE and/or LDB/VBE participation is highly encouraged.
3. Proposers shall be solely responsible for confirming MWBE and LDB/VBE subconsultants' experience, capacity, certification and any other information related to the services.
4. Any MWBE and LDB/VBE certified firms are encouraged to propose. Despite not having any specific goals for this RFQ, the Aviation Authority may select one or more qualified MWBE and/or LDB/VBE firms for inclusion on the team, if such inclusion best meets the needs of the Aviation Authority in its exclusive discretion.

5. Please indicate if your firm is MWBE or LDB/VBE certified, and include in an appendix documentation regarding certification. The Aviation Authority reserves the right, after the receipt of proposals, to request, review and consider additional information and documentation regarding MWBE and LDB/VBE certification.
6. For firms not currently certified as an MWBE or LDB/VBE firm by the Aviation Authority, the Aviation Authority's Small Business Liaison Officer will accept certification from the following Directories:
 - a. GOAA Business Diversity Management System:
<https://goaa.diversitycompliance.com/TN=goaa>
 - b. Orange County:
<http://apps.ocfl.net/orangebids/minorityvendorlisting/default.asp>
 - c. City of Orlando: <https://cityoforlando.mwdbe.com/>
 - d. Office of Supplier Diversity (OSD): <https://osd.dms.myflorida.com/directories>
 - e. FDOT:
<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspxn>
7. Questions concerning the MWBE and LDB/VBE (DBE) program can be addressed to the Aviation Authority's Office of Small Business Development, Attn. Mr. George Morning, Director, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7130, Email: george.morning@goaa.org, or to Mr. Somdat Jiawan, Manager, Small Business Programs, at Phone: (407) 825-3481, Email: sjiawan@goaa.org.

N. RESPONSE FORMS:

1. PROPOSER'S WARRANTY - The Proposer's Warranty shall be completed and signed by the Proposer's duly authorized representative. Failure to do so may cause the SOQ to be deemed as non-responsive.
2. NO RESPONSE TO RFQ - In the event a potential Proposer elects not to submit a SOQ, such potential Proposer should respond by completing and returning the "No Response to Request for Qualifications" form, advising the Aviation Authority of the reason for not submitting a SOQ.

O. ADDITIONAL INFORMATION

Additional information may be requested by the Aviation Authority by Addendum.

***** END OF SUBMISSION REQUIREMENTS *****

4.0 GENERAL REQUIREMENTS

A. ADDENDA TO REQUESTS FOR QUALIFICATIONS:

Any response by Aviation Authority to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties whom have downloaded the RFQ packages will be sent a notification of the issuance of an Addendum by e-mail. The Addendum may be electronically downloaded from AirportLink, by visiting their web site at <http://AirportLink.perfect.com>. However, prior to submitting its response, it shall be the responsibility of each Proposer to visit AirportLink's website to determine if Addenda were issued and, if so, to obtain such Addenda.

B. QUESTIONS AND CLARIFICATIONS:

Proposers may request additional information or clarification with respect to this RFQ, in writing, **until 4:00 p.m. Eastern Time on Friday, September 25, 2020. Questions concerning this RFQ shall be submitted in writing by e-mail to PS649@goaa.org. Questions received after the due date and time will not be answered.**

C. TENTATIVE SCHEDULE:

Release Date	September 13, 2020
Pre-Submittal Teleconference (3:00 p.m. Eastern Time)	September 22, 2020
Deadline for submission of questions (by 4:00 p.m. Eastern Time)	September 25, 2020
Release of Addendum	October 2, 2020
Deadline for return of SOQs (by 11:00 a.m. Eastern Time)	October 13, 2020
Shortlisting by Professional Services Committee*	November 11, 2020
Interviews by Professional Services Committee (if needed)*	November 18, 2020
Recommendation heard by the Aviation Authority Board*	December 9, 2020

**Sunshine Meeting schedules are posted every week on the Aviation Authority website.*

Due to the COVID-19, the Greater Orlando Aviation Authority is adhering to a business distancing operational plan. Please note that all Professional Services Committee meetings will be held virtually until further notice.

D. EVALUATION CRITERIA:

1. The Aviation Authority intends to select the responsible and responsive Proposer that is deemed to be the most highly qualified to perform the required services after considering the evaluation criteria, in its exclusive discretion. The evaluation criteria do not have any specific predetermined relative weight. The consideration of individual criterion is merely a tool to assist the Aviation Authority in determining which SOQ is deemed to be responsible, responsive, and the most highly qualified to perform the required services, as a whole, to the Aviation Authority, all factors being considered. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the Aviation Authority.
2. The Proposer's references should demonstrate that it has the ability and experience required to perform the Scope of Services. It is the responsibility of the Proposer to provide references and information that most closely demonstrate responsiveness to the Scope of Services.

3. For all Proposers who satisfy the Minimum Requirements in Section 3 of the Submission Requirements, the Aviation Authority will consider the following items, in connection with its evaluation of SOQs. The Aviation Authority reserves the right to determine, in its sole discretion, the degree to which the Proposer's demonstrated experience and qualifications are consistent with the size, complexity, and requirements of the Aviation Authority.
 - a. Ability, qualifications, experience, and reputation of the Proposer and Engagement Team with respect to the Scope of Services.
 - b. Proposer's methodology and approach to perform the Scope of Services.
 - c. Proposer's knowledge/familiarity with FAA and State regulations, policies, and procedures; and success of recent projects.
 - d. Familiarity and understanding of the Aviation Authority needs; corporate history and background in aviation consulting.
 - e. Background information and disclosures on the Proposer, including but not limited to, small business participation, references, office locations, claims and investigation disclosures.

E. SELECTION PROCESS:

1. Responses to this RFQ will be evaluated and ranked by the Professional Services Committee (PSC). The recommendation of the PSC will be considered by the Aviation Authority Board for award.
2. The PSC intends to shortlist no fewer than three (3) qualified Proposers, if reasonably possible. Among the factors that will be considered in selecting the Proposers who will be shortlisted are their qualifications, approach to providing the Services, ability to provide the required Services, prior experience on similar projects, their past performance with the Aviation Authority (if applicable), their past performance with other entities, and the responses to the inquiries set forth above. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Proposer's past performance and may consider such information in its selection of shortlisted Proposers.
3. Shortlisted Proposers will be requested to provide proof of financial strength. Proposers must provide most recent audited annual financial statements for the last two years in order to evaluate the Proposer's ability to perform these services. If audited annual financial statements are not available, provide balance sheets, income statements, and cash flow statements for the last two years.

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

4. Shortlisted Proposers may be scheduled for a presentation and interview (either in-person or via virtual meeting) if required by the PSC. Following presentations and interviews, the PSC shall make a final ranking and select in order of preference, based on the above information and interview results, if any, in order to recommend the award to the Aviation Authority's Board to the responsible, responsive, and in its sole discretion, deemed to be most highly qualified Proposer to perform the requested services.

5. Following the Aviation Authority Board approval of the PSC ranking, the Aviation Authority shall enter into negotiations with the top-ranked Proposer, in order to consummate a contract on terms that are fair, competitive and reasonable. Should the Aviation Authority be unable to negotiate a satisfactory contract with the top-ranked Proposer, negotiations with that Proposer shall be terminated. The Aviation Authority shall then undertake negotiations with the second-ranked Proposer, and if necessary, additional Proposers in accordance with the order of ranking. Upon successful completion of contract negotiations with a Proposer, the Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The extent and scope of the Services, along with the fees for such services, will be subject to final approval by the Aviation Authority. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Proposer to perform the required Services described herein. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.
6. The Aviation Authority reserves the right to waive any informality in the SOQs, to reject any and all SOQs, and to re-advertise or elect not to proceed with the services for any reason. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings.
7. For individuals who conduct lobbying activities with Aviation Authority employees or Board members, registration with the Aviation Authority is required each year prior to conducting any lobbying activities. A statement of expenditures incurred in connection with those lobbying instances should also be filed prior to April 1 of each year for the preceding year. Lobbying any Aviation Authority staff who are members of any committee responsible for evaluating or ranking SOQs, and thereafter forwarding those recommendations to the Board, and/or any Board Members is prohibited from the time that this Request for Qualifications, is released to the time that the Board makes an award. As adopted by the Board on September 19, 2012, lobbyists are now required to sign-in at the Aviation Authority offices prior to any meetings with Staff or Board members. In the event a lobbyist meets with or otherwise communicates with Staff or a Board member at a location other than the Aviation Authority offices, the lobbyist shall file a Notice of Lobbying (Form 4) detailing each instance of lobbying to the Aviation Authority within 7 calendar days of such lobbying. As of January 16, 2013, lobbyists will also provide a notice to the Aviation Authority when meeting with the Mayor of the City of Orlando or the Mayor of Orange County at their offices. The policy, forms, and instructions are available in the Aviation Authority's offices and the website. Please contact the Director of Board Services with questions at (407) 825-2032.
8. The meetings of the PSC Committee and Aviation Authority Board are public meetings.

F. PREPARING RESPONSES

Each SOQ must contain the signature and title of the duly authorized representative of the Proposer on the Proposer's Warranty. Failure to properly complete the information requested in this RFQ may result in rejection of a SOQ from consideration. It is important that each section of the SOQ is completed fully and that the SOQ includes a comprehensive and detailed description of the Proposer's capabilities/experience, work performed and qualifications of the Engagement Team, as well as all other descriptions required by this RFQ.

G. COMMUNICATION DURING REQUEST FOR QUALIFICATIONS PROCESS

In accordance with Aviation Authority policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Proposer or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made. An appropriate official or employee of the Aviation Authority may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Proposer during the RFQ process should be submitted in writing to the Aviation Authority to the email address as directed. A copy of these policies (Sections 180.01 and 180.03) are available upon request from the Director of Board Services.

H. INSURANCE REQUIREMENTS:

1. Consultant shall procure and maintain at its sole expense during the term of this engagement, insurance of the types and in the minimum amounts and deductibles as outlined as outlined in Exhibit "C" of the Agreement.
2. The Proposer awarded the Contract **must provide, within ten (10) business days after written Notice of Award, proof of professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) and general liability insurance in the amount of One Million Dollars (\$1,000,000.00), along with any other required insurance coverages as outlined in Exhibit "C" of the Agreement**, evidence of business or occupational license, and a copy of Proposal's W-9 Form (Request for Taxpayer Identification Number and Certification) as outlined in the Proposal Documents.
3. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the Aviation Authority. Prior to commencing any work under the contract, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the Aviation Authority. The firm shall ensure that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the Aviation Authority of termination of appointment. The firm shall promptly notify the Aviation Authority of such material alteration or cancellation.

I. REJECTION OF IRREGULAR REQUEST FOR QUALIFICATIONS:

1. A SOQ will be considered irregular and may be rejected by the Aviation Authority if it (i) is improperly executed; (ii) shows omissions, alterations of form, additions not called for, unauthorized conditions or limitations, or unauthorized alternate SOQs; (iii) fails to include the proper SOQ Guaranty (if required), Agreement references, other certificates, affidavits, statements, or information required to be included with SOQs; or (iv) contains other irregularities of any kind.
2. The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Aviation Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Aviation Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation

and acceptance of gifts. Please be aware that any violation of this policy by a Proposer and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Director of Board Services.

J. WAIVER AND/OR REJECTION OF RESPONSES

The Aviation Authority reserves the right to waive informalities or irregularities in any SOQs, to reject any and all SOQs in whole or in part, with or without cause, and to accept that SOQ, if any, which in its judgment is deemed to be responsible and responsive, and in its sole discretion is deemed the most highly qualified to the Aviation Authority to perform the required services after considering the evaluation criteria. The Aviation Authority reserves the right but not the obligation to short list Proposers and/or to conduct interviews and/or demonstrations with either all Proposers or those that are short listed for further consideration.

K. WITHDRAWAL OF REQUEST FOR QUALIFICATIONS

No SOQ may be withdrawn after the scheduled SOQ opening time for a period of one hundred twenty (120) days. Any Proposer withdrawing or attempting to withdraw its SOQ prior to the expiration of the one hundred twenty (120) day period shall be obligated to reimburse the Aviation Authority for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of Aviation Authority's other damages. A Proposer's submission of a SOQ shall be deemed the Proposer's acknowledgment of an agreement to the provisions of this Section.

L. NOTICE OF INTENT TO AWARD AGREEMENT

Unless all SOQs are rejected by the Aviation Authority, a Notice of Intent to Award is anticipated to be provided within one hundred twenty (120) days from the opening of SOQs to the responsible and responsive Proposer submitting the SOQ deemed to be most highly qualified to the Aviation Authority, all factors being considered. For all procurements, the Aviation Authority reserves the right to reject any or all SOQs and to cancel the procurement or to solicit new SOQs.

M. INDEPENDENT CONSULTANT STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT

Proposer is and shall remain an independent Consultant and is neither agent, employee, partner, nor joint venture of Aviation Authority. Proposer acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

N. NON-EXCLUSIVE SERVICES

This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the Aviation Authority reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

O. PUBLIC ENTITIES CRIMES

Consultant is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to Aviation Authority that Consultant is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

P. SCRUTINIZED COMPANY LIST– STATE OF FLORIDA REQUIREMENT

Sections 287.135 and 215.473, Florida Statutes, prohibit a Florida agency or local governmental entity from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria.

Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel. The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

The company representative authorized to sign on behalf of the Proposer, hereby CERTIFIES that the company identified as the Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Proposing Company to civil penalties, attorney’s fees, and/or costs.

Q. PROPRIETARY INFORMATION:

1. In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that the Request for Qualifications and the responses thereto are public records. However, the Proposers are requested to identify specifically any information contained in their SOQs which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The Aviation Authority will consider a Proposer’s opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions.
2. All information and documents received from Proposers in response to this RFQ will become the property of the Aviation Authority, will not be returned to the Proposers, and will be incorporated in the final Agreement in the event of Agreement award, with the exception of any financial information exempt from the Public Records Laws. Any work product produced as part of the Agreement will become the exclusive property of the Aviation Authority.

***** END OF GENERAL REQUIREMENTS *****

5.0 RESPONSE FORMS

PROPOSER'S WARRANTY

This page must be completed, signed and submitted with the Proposal.

The undersigned person by the undersigned's signature affixed hereon warrants that:

1. The undersigned has carefully reviewed all of the materials and data provided in the Proposer's response on behalf of the Proposer and, after specific inquiry, believes all of the material and data to be true and correct;
2. The proposal offered by the Proposer is in full compliance with the Minimum Requirements set forth in this RFQ;
3. The Proposer authorizes the Aviation Authority, its staff or consultants to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Proposer and its Engagement Team members;
4. The undersigned has been specifically authorized to accept and commit Proposer to execute the attached Agreement in full compliance with all requirements and conditions as set forth in this RFQ.
5. The Proposer shall provide evidence of the ability of the Proposer to meet the insurance requirements as described in Exhibit "C" of the Agreement for Aviation Specialty Consulting Services.
6. The Proposer shall provide a copy of their Florida registration or application as a condition to entering into an Agreement with the Aviation Authority. If Proposer elects to use a fictitious name in its Proposal, a copy of Proposer's fictitious name registration shall be provided to the Aviation Authority.
7. The undersigned acknowledges its responsibility to ensure receipt of the entire RFQ and any addenda.

Name of Proposer

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title

Date

Address

Email Address

Phone Number

NO RESPONSE

TO

REQUEST FOR QUALIFICATIONS

If your firm is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

**GREATER ORLANDO AVIATION AUTHORITY
PURCHASING OFFICE
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338**

We have received Request for Qualifications, Professional Services – 649, Aviation Specialty Consulting Services, for Orlando International Airport, opening at 11:00 a.m. Eastern Time on Tuesday, October 13, 2020, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting a Proposal is:

Name of Proposer

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title

5.0 FORM OF PROFESSIONAL SERVICES AGREEMENT

PS-649 AVIATION SPECIALTY CONSULTING SERVICES

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2020, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the laws of the State of Florida (the "Aviation Authority"), with a business address at Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399, and _____, (the "Consultant"), with a business address at _____

_____ (Aviation Authority and the Consultant sometimes collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Aviation Authority desires to employ the services of a Consultant to provide professional and related services required in connection with Aviation Specialty Consultant Services and Federal Governmental Relations Consulting Services for International Air Services Development Support at the Orlando International Airport;

WHEREAS, the Consultant is qualified, willing and able to perform the professional services required on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

1. Services to be Provided by the Consultant.

- 1.1 **Scope of Services.** The Consultant hereby agrees to perform for Aviation Authority services and work product set forth on the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Services"). The Services may be modified or increased from time to time by written amendment to this Agreement signed by both Parties; provided, however, the Aviation Authority shall have the right, by written notice to the Consultant, to unilaterally reduce the Services to be rendered hereunder.
- 1.2 **Personnel.** The Consultant agrees to retain the necessary qualified personnel acceptable to Aviation Authority to perform all Services for Aviation Authority pursuant to this Agreement. The Consultant further agrees to promptly remove any personnel from performing Services as Aviation Authority shall request in writing (which request may be made by Aviation Authority with or without cause), and to promptly replace such personnel with other of the Consultant's personnel of comparable experience reasonably acceptable to the Aviation Authority. The Consultant agrees to include a similar provision in its agreements with any and all SubConsultants. Any changes of personnel assigned during the term of this Agreement must be approved by the Aviation Authority, and if not acceptable to the Aviation Authority, the Aviation Authority reserves the right to terminate the agreement.
- 1.3 **SubConsultants.** The Consultant shall perform all of its obligations and functions under this Agreement by means of its own employees or by a duly qualified SubConsultant approved in writing by the Aviation Authority in advance ("SubConsultant"); provided, however, no SubConsultant shall perform any of the Consultant obligations under this Agreement unless the Aviation Authority approves the SubConsultant in advance in writing. In the event any SubConsultant is employed, the Consultant shall continuously monitor the Subconsultant's performance and shall remain fully responsible to ensure that the

SubConsultants perform Services as required in accordance with this Agreement. The Aviation Authority shall have no obligation to pay for any unsatisfactory performance of SubConsultants nor to reimburse the Consultant for Services rendered by SubConsultants in connection with the Consultant's performance of Services unless Aviation Authority has given prior written approval of the compensation to be paid SubConsultants by the Consultant. The Aviation Authority may require that invoices for all work (including invoices submitted to the Consultant for work performed by SubConsultants) shall be submitted to the Aviation Authority by the Consultant and the Aviation Authority shall pay all compensation to the Consultant, or Aviation Authority shall have the right, but not the obligation, to pay a specific amount directly to any SubConsultant. The Consultant agrees to pay such SubConsultants for their Services within fifteen (15) days after the Consultant's receipt of payments from the Aviation Authority for accepted work performed by SubConsultants. It shall be the sole responsibility of the Consultant to deal with SubConsultants with respect to the collecting and submission of invoices and the payment of compensation. Payment of compensation by the Aviation Authority to the Consultant for work performed by SubConsultants shall relieve the Aviation Authority of all future liability to the SubConsultant and shall thereafter precludes the SubConsultant from bringing any claim against the Aviation Authority. The Consultant agrees to include insurance and indemnity requirements set forth herein in agreements with any SubConsultants for performance of Services.

- 1.4 **Consultant's Reasonable Efforts and Standards of Performance.** The Consultant agrees to use its reasonable efforts to perform and/or to cause SubConsultants to perform all Services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by Aviation Authority, and the Consultant agrees to perform and/or cause SubConsultants to perform all Services in accordance with applicable professional standards, and in accordance with the conditions contained in this Agreement.
- 1.5 **Consultant's Liability.** The Consultant shall be and remain liable in accordance with applicable law for all damages to Aviation Authority caused by the improper acts or omissions of the Consultant or by any SubConsultants in performing any Services to the extent determined by a court of competent jurisdiction, not subject to further appeal. All provisions of this Agreement specifying the Consultant's obligation and duties in performing Services shall apply equally to SubConsultants performing Services.
- 1.6 **Consultant's Obligation to Correct Errors or Omissions.** The Consultant agrees to be responsible for the quality, technical adequacy and accuracy, of all Services furnished by the Consultant or any SubConsultants, in accordance with its specific obligations hereunder. The Consultant shall, without additional cost or expense to the Aviation Authority, correct or revise any errors, omissions, or other deficiencies in the Services performed by the Consultant, resulting from improper acts or omissions of the Consultant or SubConsultants to the extent determined by a court of competent jurisdiction, not subject to further appeal.
- 1.7 **Consultant's Compliance with Laws and Regulation.** The Consultant and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the Services rendered by the Consultant hereunder, or to the wages paid by the Consultant to its employees. The Consultant shall require all of its Sub-Consultants to comply with the provisions of this paragraph.
- 1.8 **Consultant Is Not Aviation Authority's Agent.** The Consultant is, and at all times shall be deemed to be, an independent Consultant and shall be wholly responsible for the manner in which it performs the services required of the Consultant by the terms of this

Agreement. The Consultant shall be liable for any of its acts, and the acts of its Sub-Consultants, and their respective agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee, nor principal and agent, between the Aviation Authority and the Consultant or any Sub-Consultant. Neither the Consultant nor any Sub-Consultant is authorized to neither act as Aviation Authority's agent hereunder nor to have Aviation Authority, express or implied, to act for or bind Aviation Authority.

2. **Compensation.**

- 2.1 **Compensation.** For the Services rendered by the Consultant, compensation to the Consultant will not exceed and will be in accordance with the schedule of rates, fees and charges set forth in ***Exhibit "B"*** attached hereto and incorporated herein.
- 2.2 **Reimbursable Expenses.** The Consultant shall not be entitled to reimbursement for its out-of-pocket expenses.
- 2.3 **Statements.** The Consultant shall submit statements to Aviation Authority for all Services rendered hereunder. The statements shall include detailed information pertaining to any fees received or expected to be received by the Consultant or an affiliate of the Consultant during the same period covered by the statements in connection with or arising from Services performed by the Consultant for the Aviation Authority. Statements shall be in a form and with detail satisfactory to Aviation Authority, shall include the nature and amount of each fee, separated and identified as reasonably requested by the Aviation Authority. The making of any willfully false statement by the Consultant in a billing statement shall be grounds for the termination of this Agreement by Aviation Authority.
- 2.4 **Maintenance of Records.** The Consultant shall maintain complete and accurate records relating to Services rendered pursuant to this Agreement. Cost records shall be kept in accordance with generally accepted accounting principles and practices consistently applied and in the Consultant's customary form and scope. Records and invoices for Services shall include all of the information required in order to determine the Consultant's Services performed hereunder, and shall identify the Services rendered in a manner reasonably acceptable to Aviation Authority.
- 2.5 **Records Availability.** All of the Consultant's records directly relating to Services shall, upon reasonable notice by Aviation Authority, be made available to Aviation Authority or its representatives at all reasonable times, to review, inspect, audit or copy the Consultant's records. If any such audit establishes that the Consultant has overstated Service fees, the amount of any overcharge paid by Aviation Authority as a result of an overstatement shall forthwith be refunded by the Consultant to Aviation Authority with interest thereon, at the prime rate as from time to time published by *The Wall Street Journal* on any knowingly overstated amount accrued from forty-five (45) days after the Aviation Authority's notice to the Consultant of overstatement.

3. **Term and Termination.**

- 3.1 **Term.** This Agreement shall become effective upon its execution by the Aviation Authority and shall continue in effect for three (3) years, unless terminated earlier as provided for herein or extended by an addendum hereto executed by both Parties. Upon mutual agreement by both parties the Aviation Authority shall have the option to renew this agreement for two (2) periods of one (1) year each.
- 3.2 **Termination on Default.** This Agreement may be terminated in whole or in part in writing by either party in the event of the failure or refusal of the other party to perform or do any

obligation herein required of that party within five (5) days after written notice from the non-defaulting party. Liability arising from improper acts or omissions and any indemnity obligations shall survive the termination of this Agreement.

- 3.3 **Termination without Default.** Aviation Authority may terminate this Agreement for any reason or no reason upon not less than thirty (30) calendar days written notice of intent to terminate.
- 3.4 **Effect of Termination.** For any termination, the Consultant shall have no entitlement to recover anticipated profit for Services or other work not performed; provided however, the Aviation Authority shall pay the Consultant for Services performed up to the date of termination, as determined in the discretion of the Aviation Authority.
- 3.5 **Notice of Intent to Terminate.** Upon receipt of notice of intent to terminate from Aviation Authority pursuant to paragraphs 3.2 or 3.3 above, or upon the Consultant's giving of notice of intent to terminate pursuant to paragraph 3.2 above, the Consultant shall: (1) promptly discontinue all Services affected (unless Aviation Authority directs otherwise); and (2) deliver or otherwise make available to Aviation Authority all Work Product of Consultant generated performing the Services required by this Agreement, data, calculations, estimates, graphics, documents, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been produced as original deliverables by the Consultant or by SubConsultants in performing Services under this Agreement, whether completed or in process.
- 3.6 **Aviation Authority's Right to Complete Terminated Services.** Upon termination pursuant to paragraphs 3.2 or 3.3 above, Aviation Authority may enter into an Agreement with another party for the party to complete the Services. In doing so, the Aviation Authority shall not waive any rights it may have to pursue any and all claims it may have against the Consultant arising out of the Consultant's performance hereunder.

4. **Warranties and Representations of the Consultant.**

- 4.1 **State Code of Ethics.** The Consultant represents that it is familiar with the terms and conditions of Section 112.313, Florida Statutes, and the Consultant further represents and warrants unto Aviation Authority that to the best of its knowledge and good faith belief no director, officer, employee or agent of Aviation Authority or the City of Orlando, Florida (the "City") has any interest, either directly or indirectly, in the business of the Consultant to be conducted under this Agreement or the proceeds thereof. The Consultant further represents and warrants to Aviation Authority that it has not employed or retained any company or person, other than a bona fide employee working wholly for Consultant, to solicit or secure this Agreement, that it has not paid or agreed to pay any person, company, corporation, individual or Consultant, other than a bona fide employee working solely for the Consultant, any fee, commission, contributions, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement, and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the Services of any Consultant or person in connection with carrying out this Agreement.
- 4.2 **Public Entity Crimes.** The Consultant represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and the Consultant further represents and warrants unto Aviation Authority that to the best of its knowledge and good faith belief that neither the Consultant nor any affiliate of the Consultant has ever been convicted of a public entity crime. The Consultant acknowledges receipt of 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 Consultant, supplier, Subconsultant, or the Consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

- 4.3 **Public Records; Open Meetings.** The Consultant has been advised that the Aviation Authority, and its activities, are subject to (i) the Public Records Law, Chapter 119, Florida Statutes, which imposes broad disclosure requirements upon documents of the Aviation Authority with regard to documents deemed to be public records, and (ii) the Government-in-the-Sunshine-Law, Section 286.011, Florida Statutes, which requires, with limited exceptions, the Aviation Authority to conduct business in open meetings. The Consultant will cooperate with Aviation Authority to observe and comply with the requirements of said laws in performing the Services. The Consultant agrees that it will comply with all Aviation Authority policies and procedures in observing the requirements of said laws.
- 4.4 **Duty to the Aviation Authority.** To the extent permitted by professional codes of conduct, the Consultant will represent the Aviation Authority to the best of the Consultant's ability with respect to the performance of the Services, including without limitation in making recommendations to the Aviation Authority and will not make recommendations or otherwise perform Services based on criteria or factors other than the best interests of the Aviation Authority.
- 4.5 **Conflict of interest.** The Consultant shall comply at all times with the affirmative statement provided with its Proposal that during the period of this Agreement, the Consultant and its team members are not currently involved with any active agreement with any Aviation Specialty or developer that would be in conflict with the Aviation Authority, and agree not to enter in to any such agreement during the duration of this Agreement.
- 4.6 **Non-Exclusivity.** It is the Consultant's practice to serve multiple clients within industries, including those with potentially opposing interests. Accordingly, the Consultant may have served, may currently be serving or may in the future serve other clients whose interests may be adverse to those of the Authority. In all such situations, the Consultant is committed to maintaining the confidentiality of each client's information and will abide by non-disclosure procedures (such as firewall protocols and other safeguards) to ensure that all confidences are protected. In no event, however, shall Consultant provide any air service development work to any airports within a 150-mile radius of MCO during the term of this Agreement or for nine (9) months following the end of this Agreement, either through expiration or termination.
- 4.7 **Consultant to Comply.** The Consultant shall comply at all times with the certifications, affirmative statements and other representations made by the Consultant in the Proposal in connection with this Agreement, unless waived in writing by the Aviation Authority; which certifying affirmative statements and other representations are incorporated herein by this reference.
5. **Member Protection; Waiver.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the Services of the Consultant or any SubConsultant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Aviation Authority or by the enforcement of any assessment or by any legal or equitable

proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member, officer, employee, or agent, as such, past, present or future, of Aviation Authority either directly or through Aviation Authority or otherwise, for any claims arising out of this Agreement of the Services rendered pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Aviation Authority member, officer, employee or agent as such, to respond by reason of any act of omission on his or her part or otherwise for any claim arising out of this Agreement or the Services rendered pursuant to it, or for the payment for or to the Aviation Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by Aviation Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

6. **Indemnification.** The Consultant shall indemnify, defend and hold completely harmless the Aviation Authority and the City, and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens advisory committees of each), officers, employees and agents of each from and against any and all liabilities (including statutory liability and liability under Workers' Compensation laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) the breach of this Agreement by the Consultant, (ii) by reason or on account of damage to or destruction of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the negligent performance of services under this Agreement, or the negligent acts or omissions or willful misconduct of the Consultant's officers, agents, employees, Sub-Consultants, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, or (iii) arising out of or in connection with the negligent acts or omissions or willful misconduct of the Consultant or its officers, agents, employees, SubConsultants, licensees or invitees. Aviation Authority agrees to give the Consultant reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Consultant or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. **Insurance.**

- 7.1 Without limiting its liability hereunder, the Consultant shall procure and maintain at its sole expense during the term of this Agreement insurance of the types and in the minimum amounts and deductibles set forth on ***Exhibit "C"*** attached hereto and incorporated herein by reference. Without limiting the foregoing, the Consultant shall maintain a professional liability policy and comprehensive general liability policy which shall include contractual liability on a blanket or specific basis to cover the indemnification provided under Paragraph 6 hereinabove, and all insurance required hereunder shall be in a form satisfactory to Aviation Authority and shall be written by a company or companies licensed to transact insurance in the State of Florida and satisfactory to the Aviation Authority.
- 7.2 The Consultant agrees that the Aviation Authority and the City and its members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees and agents shall be named as additional insureds under such policies of insurance, except professional liability insurance. Such insurance shall provide that it is primary insurance as respects any other valid insurance Aviation Authority may possess including any self-insured retention or deductible Aviation Authority may have, and that any other insurance Aviation Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a

separate policy had been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance.

7.3 Prior to commencing any work under this Agreement and at least ten (10) days prior to the expiration of any certificates previously provided hereunder, the Consultant shall, upon request, provide to Aviation Authority certificates evidencing the maintenance of all insurance required hereunder, and each such certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until at least thirty (30) days after receipt of written notice thereof by Aviation Authority. The Consultant shall maintain and/or cause Sub-Consultants to maintain Workers' Compensation Insurance coverage for all employees in accordance with statutory limits.

7.4 The Aviation Authority is currently contracted with CertFocus/Vertikal for the management of all insurance certificates related to Aviation Authority Agreements. Consultants who enter into an Agreement with the Aviation Authority will be contacted directly by CertFocus/Vertikal for insurance certificates and related matters such as expired certificates. An introductory letter will be sent regarding CertFocus/Vertikal instructing each Consultant of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Agreement. Consultants are to respond to CertFocus/Vertikal as directed in the introductory letter as well as any further instructions they may receive from CertFocus/Vertikal.

8. **Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:

8.1 **Compliance with Regulations.** The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

8.2 **Nondiscrimination.** The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any Sub-Consultant, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

8.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential SubConsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

8.4 **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Aviation Authority or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Aviation Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

8.5 **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Aviation Authority shall impose such sanction as it or the FAA may determine to be appropriate, including but not limited to:

8.5.1 Withholding of payments to the Consultant under the Agreement until the Consultant complies.

8.5.2 Cancellation, termination or suspension of the Agreement, in whole or in part.

8.6 **Incorporation of Provisions.** The Consultant shall include the provisions of subsections 8.1 through 8.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Aviation Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a SubConsultant or supplier as a result of such direction, the Consultant may request the Aviation Authority to enter into such litigation to protect the interest of the Aviation Authority and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant assures Aviation Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Consultant from the period beginning with the initial solicitation through the completion of the Agreement.

9. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 9.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 9.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 9.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 9.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 9.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 9.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 9.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- 9.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- 9.9 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 9.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - 9.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - 9.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
10. **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
11. **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Sub-Consultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
12. **Whistle Blower Reporting Line.** The Aviation 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 Aviation Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, Consultants, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Aviation Authority operations. Should Consultant suspect any fraud, waste or abuse in connection with any work under this Agreement, including any work of its SubConsultants or laborers, it shall promptly report such activity to (877) 370-6354, through email to GOAA@integritycounts.ca, or through the online reporting form www.integritycounts.ca/org/GOAA. The Consultant shall include this reporting requirement in all Sub-Consultants and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.
13. **Florida Law.** This Agreement was made in the State of Florida and shall be governed by and construed in accordance with Florida law.
14. **Remedies.** In the event of default, in addition to any other remedy available to the non-defaulting party, the non-defaulting party pursuant to the terms may terminate this Agreement in accordance with Section 3.2. Any such termination shall not waive or replace any other legal or equitable remedies available to the non-defaulting party. All remedies provided in this Agreement shall be

deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to any party at law or in equity.

15. **Attorney's Fees and Costs.** To the extent allowable by law, in the event that any legal proceedings at law or in equity arising hereunder or in connection herewith (including any appellate proceedings), the prevailing party shall be awarded costs, reasonable expert fees and reasonable attorney's fees incurred in connection with such legal proceedings as determined by a court of competent jurisdiction.
16. **Venue and Waiver of Jury Trial.** The appropriate venue for any actions arising out of this Agreement will be any court of competent jurisdiction in Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both Aviation Authority and the Consultant. The parties hereby agree that process shall be served on the Consultant and Aviation Authority in the manner prescribed by applicable law. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights and either party may have to a trial by jury of any such litigation.
17. **Transfers, Assignments and Subcontracts.** The Consultant shall not transfer or assign any of its rights hereunder except as otherwise authorized in this Agreement or any of its obligations hereunder to third parties without the prior written approval of Aviation Authority. Aviation Authority shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon Aviation Authority and the Consultant, and their respective successors and assigns.
18. **Miscellaneous Provisions.**
 - 18.1 The Consultant shall promptly observe, and comply with applicable provisions of all federal, state and local laws, rules and regulations that govern or apply to the services rendered by the Consultant hereunder.
 - 18.2 The Consultant shall produce and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorization as are required by law in order for the Consultant to render the services required hereunder.
 - 18.3 All information and documents received from the Consultant in response to this RFQ will become the property of the Aviation Authority, will not be returned to the Consultant, and will be incorporated in the final Agreement in the event of Agreement award. Any work product produced as part of the Agreement will become the exclusive property of the Aviation Authority.
 - 18.4 If Aviation Authority determines that modifications to this Agreement are required in order to qualify for federal or state funding for the services to be rendered by the Consultant hereunder, and if the Consultant is unable to comply within a reasonable time with applicable federal and state laws and regulations governing the grant of such funds for services to be rendered hereunder, then notwithstanding anything else herein contained, Aviation Authority shall have the right, by giving written notice to the Consultant, to terminate this Agreement forthwith.
 - 18.5 The Consultant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefitting from Federal assistance. This Provision obligates the Consultant or its assigns, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these

cases, the Provision obligates the Consultant for the longer of the following periods: (a) the period during which the property is used by the Aviation Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Aviation Authority or any transferee retains ownership or possession of the property. In the case of a construction project, this Provision binds the Consultant from the Proposal solicitation period through the completion of the Agreement.

- 18.6 Consultant and its Sub-Consultants, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee. Consultant and its Sub-Consultants shall account for all expenses of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of the Consultant and Sub-Consultants and which support the amounts reported and/or invoiced to the Aviation Authority. At a minimum, Consultant's and Sub-Consultant's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Aviation Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Aviation Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Aviation Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Consultant and Sub-Consultant shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Aviation Authority and/or its representative such assistance as may be required to allow complete access to such records. The Chief Executive Officer may require Consultant and Sub-Consultants to provide other records the Chief Executive Officer, in his or her sole discretion, deems necessary to enable the - to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Agreement. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Consultant and its Sub-Consultants agree that such amounts shall be payable to the Aviation Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Aviation Authority, or any claim is made or litigation commenced relating to this Agreement by the Aviation Authority, the Consultant, or a third party, the Consultant shall continue to maintain all such records, and the Aviation Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Agreement. In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such provisions or standards. In particular, without limitation, Consultant and Sub-Consultants shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Consultant to the Aviation Authority, Consultant shall forthwith, upon written demand from the Aviation

Authority, pay the Aviation Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Aviation Authority. Further if such inspection, examination or audit establishes that the Consultant has over billed such amounts for any Agreement period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Consultant.

18.7 In the course of performing the Agreement work, Consultant may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Consultant agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Sub-Consultants, and Sub-Consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Consultant shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Consultant must notify the Aviation Authority as soon as practicable in the event Consultant is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Consultant controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Consultant is responsible for the Data Breach and upon mutual agreement of the parties, Consultant shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Consultant's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Agreement. The provisions of this Section 18.6 shall survive the expiration or earlier termination of the Agreement.

18.8 **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLICRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827.** A Consultant with an Aviation Authority Agreement for services, must comply with Florida Statute, Chapter 119.071, specifically to:

18.8.1 Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service.

- 18.8.2 Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law.
- 18.8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Aviation Authority.
- 18.8.4 Upon completion of the Agreement, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Consultant or keep and maintain public records required by the Aviation Authority to perform the service. If the Consultant transfers all public records to the Aviation Authority upon completion of the Agreement, the Consultant shall, upon termination of the Agreement, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority.
- 18.8.5 If a Consultant does not comply with a public records request, the Aviation Authority shall enforce the contract provisions in accordance with the Agreement.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.
20. **Amendment; Waiver.** Except for the Aviation Authority's right to reduce the Scope of Services as provided in paragraph 1.1 above, this Agreement shall not be amended or modified other than in an amendment writing signed by the parties hereto. The Aviation Authority and the Consultant reserve the right to amend this Agreement in writing at any time by such mutually executed amendment. Failure by any party at any time to enforce any default or right reserved to it or to require the performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be deemed a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
21. **Severability.** If any term or provision of this Agreement shall be found to be unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
22. **Time of The Essence.** Time is of the essence in the performance of this Agreement.
23. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement and any Amendments may be executed and tele-copied to the other party and that the execution telecopy shall be binding and enforceable as an original. The parties agree to fully execute two (2) originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each

counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

24. **Notices.** All notices under this Agreement shall be in writing and shall be given by United States Certified Mail Return Receipt Requested postage prepaid addressed to:

To the Consultant: _____

With copy to: _____

Attention: _____

To Aviation Authority: Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attention: Chief Executive Officer

The Aviation Authority's Chief Executive Officer, or designee, shall act as Aviation Authority's agent with respect to the Services to be rendered by the Consultant hereunder and shall transmit instructions, receive information, and communicate Aviation Authority's policies and decisions to the Consultant regarding such Services. Either party may change the designee or address for notices by written notice given in accordance with the terms of this Section 24.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first mentioned above.

GREATER ORLANDO AVIATION AUTHORITY

ATTEST

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

"CONSULTANT"

ATTEST

(Consultant's Name)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

Scope of Services

Responsibilities of the Consultant shall include, but not be limited to the following:

A. Aviation Specialty Consulting Services

1. Work with GOAA staff to conduct annual planning and review of **Air Service Development (ASD)** efforts.
2. Review of existing ASD and proposed GOAA prepared ASD airline route development marketing presentations. Provide on-demand input and recommendations to GOAA regarding the ASD presentations and needed elements to enhance their effectiveness and marketability.
3. Understand the impact of the changing global economic environment including COVID-19 and its' impact to Orlando International Airport (MCO) ASD including the changing traveler demographics and travel patterns as historical data becomes less indicative.
4. Provide ongoing direction, tactical, input, validation, and recommendation for MCO ASD.
5. Develop analysis of at-risk international flights. Identify the airlines' weak or weakening MCO flights.
6. Advance strategic ASD efforts for MCO with both Japan and China.
7. Develop an international leakage study when requested.
8. Assess the need for ongoing on-demand MCO Origin and Designation (O&D) service gap analysis.
9. Analyze O&D market access compared to market demand including analysis of passenger and schedule data to understand popular destinations and the routings and timings of currently available flights.
10. Identify obstacles MCO needs to overcome to further develop international route expansion by airline partnerships. Recommend strategies and next steps needed to increase various airline partners to launch new service to MCO from their respective hubs.
11. Support GOAA at ASD related conferences and/or airline headquarters meetings when requested.
12. Provide, when requested, introductions to airline network planning executives.
13. Provide Comprehensive review of gate utilization at MCO when requested. The analysis evaluates a number of aspects, including overall and seasonal gate use patterns; airport lease structures; competitive access; gate use policies and gate utilization monitoring process. Evaluation of peak periods, domestic and international utilization of the airtides.

14. Provide Economic and Financial Analysis when requested on scenarios impacting MCO current or future operations.
15. Provide air cargo analysis including Commodity Flow Analysis, Hub Location Analysis, Mode-Split Modeling, All-Cargo Service Studies and Carrier Presentations
16. Provide regulatory support including Route Case Preparation/Presentation, Case Strategy Development, Expert Testimony and Supporting Exhibits Antitrust Analysis and Support, Aircraft Operating Rules, Regulatory Accounting and Reporting, Government Regulatory Policy Analysis and Environmental Policy Analysis
17. Provide litigation support including Federal, State, and Administrative Proceedings, Arbitration Cases, Preparation of Economic Evidence and Analysis, Expert Reports and Testimony in both Private Litigation and Administrative Cases and U.S. Administrative Tribunals: DOT, DOJ, FAA
18. Coordinate efforts with and assist in coordination among Co-Consultants (if more than one is chosen), the Authority's Chief Executive Officer, members of the Authority staff and other designated interests to develop and implement a strategy for obtaining new and enhanced charter and scheduled international air service to and from MCO.

B. Federal Governmental Relations Consulting Services for International Air Services Development Support

Due to the nature of this scope of services, the awarded Co-Consultant is required to be located in the Greater Washington D. C. region.

1. Represent the Greater Orlando Aviation Authority (GOAA) at its sole discretion, before governmental agencies of the United States or of foreign governments in connection with international route proceedings and related matters.
2. Provide excellent skills in writing and editing legislative language, talking points, letters and advocacy papers. Also, ability to orally brief GOAA senior management and other contacts on state of play, summarizing all positions.
3. Extensive knowledge of aviation industry, both commercial aspects and regulatory. Networking skills and contacts with related individuals, including journalists, airport and airline representatives, Capitol Hill staff, US Department of Transportation, State Department, FAA and US and international regulators.
4. Industry relationship building assistance including foreign governments and key officials at Embassies of key air service target countries.
5. Share relevant intelligence with the GOAA CEO and/or Senior Director of Marketing & Air Service Development regarding bilateral and multilateral issues; and relevant public policy and regulatory issues.
6. Identify issues that present an opportunity for MCO to earn goodwill with potential air service target carriers by supporting good public policy positions important to them.
7. Work with airport officials to identify opportunities consistent with current international air service rights, and identify when such rights need to be broadened to make targeted opportunities possible.

8. Monitor and advise on industry commercial developments, as well as regulatory and policy developments, that may impact the airport's ability to attract new air service from targeted airlines.
9. Provide periodic status reports or presentations as may be requested from time to time by the Authority Board, CEO or their designee.
10. Coordinate efforts with and assist in coordination among Co-Consultants (if more than one is chosen), the Authority's Chief Executive Officer, members of the Authority staff and other designated interests to develop and implement a strategy for obtaining new and enhanced charter and scheduled international air service to and from MCO.

C. Additional Services

If during the contractual period additional services are needed, the selected Consultant (s) may, at the option of the Aviation Authority, be engaged to perform these additional services. The selected Consultant, shall upon receipt of the written request from the CEO, perform such additional services based upon the hourly rates in the Professional Services Agreement. All additional work will be documented by amendment to be approved following Aviation Authority policies, prior to the performance of any additional services.

EXHIBIT "B"

Compensation to be negotiated

EXHIBIT "C"

Insurance

<u>Type</u>	<u>Amount</u>
Professional Liability	\$1,000,000
General Liability	\$1,000,000
Automobile Liability	\$100,000/300,000/50,000
Workers Compensation	Statutory limits
Employers Liability	\$100,000 each accident, \$500,000 disease policy limit \$100,000 disease each employee

Self-Insured Retention: Consultant's commercial general liability and professional services liability insurance policies shall not be subject to a self-insured retention exceeding \$100,000, unless approved by the Aviation Authority's Chief Executive Officer. Consultant's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the Aviation Authority's Chief Executive Officer.

Additional Insured Endorsement: The Company agrees and shall cause the Aviation Authority and the City and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and member of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

If coverage is on a claims-made basis, the Company will maintain coverage applicable to the Services performed for two (2) years after expiration of the Agreement.

Insurers shall be licensed to transact insurance in the State of Florida. This requirement may be waived in the sole discretion of the Chief Executive Officer or if the insurer is rated by A.M. Best at A-/VIII or better.



MEETING MINUTES

TO: Meeting Attendees

FROM: Vicki Jaramillo, Senior Director of Marketing and Air Service Development

MEETING: Subject: Pre-Submittal Conference for the Request for Statement of Qualification (SOQ) for PS-649, Aviation Specialty Consulting Services and Federal Government Relations Consulting Services for International Air Service Development Support, at the Orlando International Airport and Orlando Executive Airport

Location: Virtual via GoToMeeting

Date: September 22, 2020

Time: 3:00 p.m.

Attendance: Meeting Attendee List Attached

A copy of the Pre-Submittal Presentation used for the meeting and the Attendee List are attached.

1. Opening Remarks & Introduction of Participants

Ms. Hughes introduced the presentation participants. She then stated that this meeting was the Pre-Submittal Conference for Request for Statement of Qualifications for PS-649, Aviation Specialty Consulting Services and Federal Government Relations Consulting Services for International Air Service Development Support, at the Orlando International Airport and Orlando Executive Airport. The purpose of the meeting was to review the Advertisement and Submission Requirements, to familiarize the potential Proposers with the overall scope and schedule of the Services, and to answer any questions from the attendees.

2. Advertisement

Ms. Jaramillo stated that the Pre-Submittal Presentation was only an excerpt of the complete Advertisement and Submission Requirement documents. She further stated that the complete PS-649 Advertisement, Submission Requirements, responses to inquiries, pre-submittal conference minutes, and any other notifications would be available on the Aviation Authority's website at:

<http://airportlink.perfect.com/>

3. Scope of Services

Mr. Harris reviewed the Aviation Specialty Consulting Services as defined in the Advertisement. Ms. Jaramillo reviewed the Federal Government Relations Consulting Services for International Air Services Development Support Services as defined in the Advertisement. Ms. Jaramillo noted that the proposer or the co-consultant for the Federal Government Relations services must be currently located in the Greater Washington D.C. region.

4. Submission Requirements

Ms. Hughes presented an overview of the various requirements of various sections of the Submission Requirements, as follows:

- The date, time and location for submittal of SOQs
- Procedures for submitting written questions and the last date that questions will be received.
- Labelling requirements and the number of copies of SOQs required.
- The organization, indexing and numbering of subsections in response to the Submission Requirements.
- The maximum number of pages and the font requirements.
- Information required regarding the legal entity that will contract with the Aviation Authority if awarded the Agreement for the Services, including the single point of contact for the Proposer.
- The requirement for a statement declaring the type of business relationship the Proposer will use and an explanation of additional requirements if a joint venture or other form of business relationship is proposed.
- The preferred requirements for qualifying experience and the required documentation of such experience as defined in the Submission Requirements was reviewed.
- The requirements for providing an affirmation of independence from the Aviation Authority and a written statement acquiescing to a restrictive covenant for exclusivity of services and noncompetition, which forbids accepting or maintaining similar airport Aviation Specialty Consulting agreements/contracts within a 150-mile driving radius of MCO.

- The MWBE/LDB/VBE requirements as defined in the Submission Requirements and reminded everyone that the Policies, Forms and certified MWBE and LDB/VBE Directories are available on-line at the Aviation Authority's web site:
http://www.orlandoairports.net/small_business.
- The contact information for questions concerning the MWBE and LDB/VBE programs.
- The insurance and bonding requirements as outlined in the Submission Requirements.
- The licensing requirements as outlined in the Submission Requirements.
- The evaluation and award criteria as defined in the Submission Requirements.
 - The Aviation Authority's Professional Services Committee (PSC) intends to shortlist no fewer than three qualified Proposers, if reasonably possible.
 - The Aviation Authority's PSC will select a shortlist of responsive and qualified Proposers based upon its evaluation of the SOQs received, which will include consideration of the responses to the inquiries set forth in the Submission Requirements.
 - Following the Aviation Authority Board approval of the PSC ranking, the Aviation Authority shall enter into negotiations with the top-ranked Proposer.
- Ms. Hughes reviewed the following Additional Information included in the Submission requirements:
 - Proposer's personnel will be required to meet the Aviation Authority's requirements for security background checks.
 - Lobbying of Aviation Authority Staff, Committee responsible for ranking Statement of Qualifications, and Board Members, from the time that a Request for Statement of Qualifications is released to the time that the Aviation Authority Board makes an award, is prohibited.
 - Pursuant to Section 287.01(2)(a), Florida Statutes convicted vendor list.
 - Scrutinized Companies with activities in Sudan List, or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list.
 - Aviation Authority contracts require contractors/consultants to comply with the requirements for E-Verify.

5. Selection Schedule is as follows:

- Deadline for Questions - September 25, 2020
- Release of Addendum to answer questions - October 2, 2020
- Statements of Qualifications Due - October 13, 2020
- PSC Shortlisting - November 11, 2020
- PSC Interview and Ranking - November 18, 2020
- Aviation Authority Board Approval - December 9, 2020

6. Questions and Answers

The following questions were asked and answered:

Question 1: Under the scope of services for Aviation Specialty, regarding providing litigation support (No. 17), can you clarify if you looking for legal counsel or if you are looking for litigation support for legal counsel that has already been determined?

Answer 1: *The exact services needed may depend on the situation, for example, it may be support, or it may be background information and research to backup legal counsel.*

Question 2: Are the terms of the Professional Services Agreement negotiable, and if so, how should we identify any issues we have with that for you?

Answer 2: *The terms are negotiable, and if you send us any requested changes, we will review them. However, please keep in mind that it is rare that the substantive provisions get changed.*

7. Adjournment

As there we no further business, the meeting was adjourned at 3:30 a.m.

VJ:tac

Attachments: Attendee Lists
Pre-Submittal Conference Presentation

PS-649 (Aviation Specialty Consulting) Pre-Submittal Conference Attendees

Meeting Date / Time

9/22/2020 at 3:00PM

Name	Company	Phone	Email Address
Abigail Williams	Becker & Poliakoff	954-582-8493	AWilliams@beckerlawyers.com
Barbara Wolff	Seyfarth Shaw LLP	312-460-5735	bwolff@seyfarth.com
Cheri Baxter	Greater Orlando Aviation Authority	-	PS649@goaa.org
Christiane Stamp	The Petrova Experience, LLC	646-515-9220	christiane@thepetrovaexperience.com
Debbie McKeown	Greater Orlando Aviation Authority	-	PS649@goaa.org
Denise Schneider	Greater Orlando Aviation Authority	-	PS649@goaa.org
Hayley (Archer Western)	Archer Western	unknown	unknown
Howard Mann	Campbell-Hill Aviation Group LLC	703-229-5659	tschroder@av-econ.com
Janice Hughes	Greater Orlando Aviation Authority	-	PS649@goaa.org
Jerry Harris	Greater Orlando Aviation Authority	-	PS649@goaa.org
Jo Thacker	Nelson Mullins Broad & Cassel	407-839-4230	jo.thacker@nelsonmullins.com
Kelly Hoggan	H4Solutions	unknown	kelly.hoggan@h4-solutions.com
Megan Wand	Seyfarth Shaw LLP	312-460-6553	mwand@seyfarth.com
Mike Lopez	Mead & Hunt	469-646-0162	mike.lopez@meadhunt.com
Nadege Cadet	AECOM Technical Services, Inc.	-	PS649@goaa.org
Perry Adair	Becker & Poliakoff	202-330-5464	PSAdair@beckerlawyers.com
Tara Ciaglia	Greater Orlando Aviation Authority	-	PS649@goaa.org
Vicki Jaramillo	Greater Orlando Aviation Authority	-	PS649@goaa.org



Pre-Submittal Conference for Aviation Specialty Consulting Services and Federal Government Relations Consulting Services for International Air Service Development Support (PS-649)

Orlando International Airport and
Orlando Executive Airport

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Introduction of Participants

Owner	Greater Orlando Aviation Authority
Vicki Jaramillo	Senior Director of Marketing & Air Service Development
Jerry Harris	Assistant Director of Marketing & Air Service Development
Bruce Gant	Manager, Purchasing Contracts
Janice Hughes	Senior Purchasing Agent
Jo Thacker	Legal Counsel, Nelson Mullins Broad and Cassel
Tara Ciaglia	Recording Secretary

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September 22, 2020

Agenda

- **Project Description**
- **Scope of Services**
- **Submission Requirements**
- **Contents of the Statement of Qualifications**
- **Evaluation and Award Criteria**
- **Selection Schedule**
- **Additional Information**
- **Questions**

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September 22, 2020

Advertisement

The PS-649 Advertisement, Submission Requirements, responses to inquiries, and Pre-Submittal Conference minutes will be made available online at the AirportLink website at:

<http://airportlink.perfect.com/>

This presentation is an excerpt from the published Advertisement and Request for Qualifications. Please refer to the website above for the complete versions of all documents applicable to this Advertisement for Professional Services.

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September 22, 2020

Scope of Services

It is the intent of the Aviation Authority that a Consultant will provide the services specified in this RFQ. The Aviation Authority intends to select the Consultant that it deems to be responsible and responsive, and the most highly qualified to the Aviation Authority to perform the required services after considering the evaluation criteria, in its exclusive discretion. The selected Consultant shall perform, for and on behalf of the Aviation Authority, Aviation Specialty Consulting Services and Federal Governmental Relations Consulting Services for International Air Service Development Support for the Orlando International Airport and Orlando Executive Airport, which may include but not be limited to the following:

A. AVIATION SPECIALTY CONSULTING SERVICES:

- 1) Work with GOAA staff to conduct annual planning and review of Air Service Development (ASD) efforts.
- 2) Review of existing ASD and proposed GOAA prepared ASD airline route development marketing presentations. Provide on-demand input and recommendations to GOAA regarding the ASD presentations and needed elements to enhance their effectiveness and marketability.

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Scope of Services (Continued)

- 3) Understand the impact of the changing global economic environment including COVID-19 and its' impact to Orlando International Airport (MCO) ASD including the changing traveler demographics and travel patterns as historical data becomes less indicative.
- 4) Provide ongoing direction, tactical, input, validation, and recommendation for MCO ASD.
- 5) Develop analysis of at-risk international flights. Identify the airlines' weak or weakening MCO flights.
- 6) Advance strategic ASD efforts for MCO with both Japan and China.
- 7) Develop an international leakage study when requested.
- 8) Assess the need for ongoing on-demand MCO Origin & Data (O&D) service gap analysis.
- 9) Analyze O&D market access compared to market demand including analysis of passenger and schedule data to understand popular destinations and the routings and timings of currently available flights.

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September 22, 2020

Scope of Services (Continued)

- 10) Identify obstacles MCO needs to overcome to further develop international route expansion by airline partnerships. Recommend strategies and next steps needed to increase various airline partners to launch new service to MCO from their respective hubs.
- 11) Support GOAA at ASD related conferences and/or airline headquarters meetings when requested.
- 12) Provide, when requested, introductions to airline network planning executives.
- 13) Provide Comprehensive review of gate utilization at MCO when requested. The analysis evaluates a number of aspects, including overall and seasonal gate use patterns; airport lease structures; competitive access; gate use policies and gate utilization monitoring process. Evaluation of peak periods, domestic and international utilization of the airtides.
- 14) Provide Economic and Financial Analysis when requested on scenarios impacting MCO current or future operations.

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Scope of Services (Continued)

- 15) Provide air cargo analysis including Commodity Flow Analysis, Hub Location Analysis, Mode-Split Modeling, All-Cargo Service Studies and Carrier Presentations.
- 16) Provide regulatory support including Route Case Preparation/Presentation, Case Strategy Development, Expert Testimony and Supporting Exhibits Antitrust Analysis and Support, Aircraft Operating Rules, Regulatory Accounting and Reporting, Government Regulatory Policy Analysis and Environmental Policy Analysis.
- 17) Provide litigation support including Federal, State, and Administrative Proceedings, Arbitration Cases, Preparation of Economic Evidence and Analysis, Expert Reports and Testimony in both Private Litigation and Administrative Cases and U.S. Administrative Tribunals: DOT, DOJ, FAA.
- 18) Coordinate efforts with and assist in coordination among Co-Consultants (if more than one is chosen), the Authority's Chief Executive Officer, members of the Authority staff and other designated interests to develop and implement a strategy for obtaining new and enhanced charter and scheduled international air service to and from MCO.

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Scope of Services (Continued)

B. FEDERAL GOVERNMENT RELATIONS CONSULTING SERVICES FOR INTERNATIONAL AIR SERVICES DEVELOPMENT SUPPORT:

Due to the nature of this scope of services, the awarded Co-Consultant is required to be located in the Greater Washington D. C. region.

- 1) Represent GOAA at its sole discretion, before governmental agencies of the United States or of foreign governments in connection with international route proceedings and related matters.
- 2) Provide excellent skills in writing and editing legislative language, talking points, letters and advocacy papers. Also, ability to orally brief GOAA senior management and other contacts on state of play, summarizing all positions.
- 3) Extensive knowledge of aviation industry, both commercial aspects and regulatory. Networking skills and contacts with related individuals, including journalists, airport and airline representatives, Capitol Hill staff, US Department of Transportation, State Department, FAA and US and international regulators.

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Scope of Services (Continued)

- 4) Industry relationship building assistance including foreign governments and key officials at Embassies of key air service target countries.
- 5) Share relevant intelligence with the GOAA CEO and/or Senior Director of Marketing & Air Service Development regarding bilateral and multilateral issues; and relevant public policy and regulatory issues.
- 6) Identify issues that present an opportunity for MCO to earn goodwill with potential air service target carriers by supporting good public policy positions important to them.
- 7) Work with airport officials to identify opportunities consistent with current international air service rights, and identify when such rights need to be broadened to make targeted opportunities possible.
- 8) Monitor and advise on industry commercial developments, as well as regulatory and policy developments, that may impact the airport's ability to attract new air service from targeted airlines.

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Scope of Services (Continued)

- 9) Provide periodic status reports or presentations as may be requested from time to time by the Authority Board, CEO or their designee.
- 10) Coordinate efforts with and assist in coordination among Co-Consultants (if more than one is chosen), the Authority's Chief Executive Officer, members of the Authority staff and other designated interests to develop and implement a strategy for obtaining new and enhanced charter and scheduled international air service to and from Orlando International Airport ("MCO").

C. ADDITIONAL SERVICES:

If during the contractual period additional services are needed, the selected Consultant (s) may, at the option of the Aviation Authority, be engaged to perform these additional services. The selected Consultant, shall upon receipt of the written request from the CEO, perform such additional services based upon the hourly rates in the Professional Services Agreement. All additional work will be documented by amendment to be approved following Aviation Authority policies, prior to the performance of any additional services.

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September 22, 2020

Submission Requirements

Written Inquiries:

- Email: PS649@goaa.org
- Questions received up to **until 4:00 p.m. Eastern Time on Friday, September 25, 2020.**

Submit:

- One (1) Original with Six (6) copies and One (1) electronic PDF version on USB flash-drive
- **Due No later than 11:00 a.m. Eastern Time on October 13, 2020, to:**

Orlando International Airport, Purchasing Office
 Greater Orlando Aviation Authority
 8652 Casa Verde Road, Building 811
 Orlando, FL 32827-4338

- Sealed and Clearly Labeled: "Request for Qualifications for Aviation Specialty Consulting Services and Federal Governmental Relations Consulting Services for International Air Services Development Support (PS-649)"
- **Follow specific instructions in Submission Requirements**

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Contents of the Statement of Qualifications

PROPOSERS STATEMENT OF THE FOLLOWING:

The Proposer shall include the legal name, address, and authorized signature of the proposing firm who will sign the Agreement for Aviation Specialty Consulting Services (the "Agreement") (if such Proposer is awarded the Agreement), together with the following information regarding the Proposer:

- Contact name of individual responsible for account ("Lead Individual").
- Address of office that will handle account ("Proposing Office").
- Telephone number of the Lead Individual or office that will handle the account.
- Email address of the Lead Individual.
- Type of organization (corporation, sole proprietor, partnership, other).
- Federal employer identification number.

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Contents of the Statement of Qualifications

JOINT VENTURE OR PARTNERSHIP:

A statement declaring the type of business relationship the Proposer will use (a joint venture or other form of business relationship) to perform the services. If the Proposer is a joint venture or partnership, the Experience and Qualifications in Section E may be satisfied by the Joint Venture or Partnership entity.

Please state whether the entity is currently in existence, is being formed specifically for this project, or whether it will be formed upon award. If the Joint Venture is formed specifically for this agreement/project or will be formed upon award, please provide a copy of the Joint Venture or Partnership Agreement with the SOQ.

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Contents of the Statement of Qualifications

MINIMUM REQUIREMENTS

To be considered for evaluation, the Proposers shall demonstrate sufficient capacity, ability, resources, and experience to provide consulting services as required by the Aviation Authority. At a minimum, each Proposer shall provide the following:

- Proposer must certify in writing with its SOQ that Proposer will be registered to do business in the State of Florida, prior to award. If registered provide a copy of such registration to the Aviation Authority with the SOQ submission.
- Provide documentation that demonstrates Proposer has had first-hand experience since January 1, 2015, in providing the Scope of Services described herein.
- Proposer shall provide an affirmative statement that it is independent of the Aviation Authority.
- Proposer shall provide a written statement affirming that by submitting a response to this RFQ, the Proposer and its team members will agree that it shall be bound by a restrictive covenant for exclusivity of services and noncompetition, which shall forbid from accepting or maintaining similar airport Aviation Specialty Consulting agreements/contracts within a 150-mile radius of MCO.

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Contents of the Statement of Qualifications

EXPERIENCE AND QUALIFICATIONS:

- Include a narrative of the experience and qualifications of the Proposer, sub-consultant, and all the Engagement Team members relative to the Scope of Services.
- Include an organization chart and resumes of the individuals on the Engagement Team and clearly identify the proposed role for each.
- Identify the Lead Individual to be assigned to the Aviation Authority's account who is capable and has at least ten years of experience with Aviation Specialty Consulting Services and Federal Relations immediately preceding the date of this RFQ.

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Contents of the Statement of Qualifications

SPECIFIC APPROACH AND METHODOLOGY:

The Proposer shall provide a written description of the Proposer's approach and methodology to the Scope of Services. The Proposer shall include a concise description of the Proposer's services.

- Provide a written and dated case study prepared to demonstrate the Proposer's approach.
- Provide documentation that demonstrates the Proposer's experience with Air Service Development consulting, and Federal Governmental Relations consulting with regard to international air service.
- Proposer shall provide evidence that it is familiar with the requirements of this RFQ and the specific consulting specializations to which it refers. Proposer shall identify the types of aviation related projects that they have assisted with, and their role.

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Contents of the Statement of Qualifications

TRANSITION PLAN

Proposer shall submit a detailed transition plan with its SOQ. This plan shall describe in detail the process that would be followed to implement the services to be provided pursuant to the Scope of Services. This plan shall also include time frames and information that would be required for such services to be fully operational and include a sample timeline (with an explanation of how this timeline would be used in the transition process.)

CLAIMS INFORMATION:

Disclose all lawsuits, arbitrations and claims filed or raised by or against the Proposer over the last five (5) years, specifically identifying:

- The project and parties involved
- The nature of the claim(s)
- Amount at issue
- Disposition or status
- Litigation, case style, number, and jurisdiction

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

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Contents of the Statement of Qualifications

ENGAGEMENTS WITH OTHER AIRPORT(S) AND GOVERNMENTAL ENTITIES:

The Proposer shall provide a brief description of the Proposer's engagement with other airports and/or governmental entities that demonstrates their experience providing Aviation Specialty Consultant services within the last five (5) years.

REFERENCES:

References should demonstrate that it has the experience required, and reasonably has the reputation, to perform the Scope of Services described. It is the responsibility of the Proposer to provide references and information that most closely demonstrate experience with airport or public entity accounts of similar size, complexity, and risk exposure as the Aviation Authority.

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Contents of the Statement of Qualifications

REFERENCES (Continued):

- Provide three to five references of airports and/or governmental entity that demonstrate:
 - The Minimum Requirements as described in Section D of the Submission Requirements;
 - The Engagement Team has the experience to perform the services required by this RFQ; and
 - Establishes the reputation of the Proposer and the Engagement Team.
- Provide the following information for each reference:
 - Name and Address
 - Contact person and their Telephone number and email address
 - Time period during which services provided and a description of services provided
 - Status (current or past client)

The Proposer shall provide a list of any clients to whom the Proposer has provided Aviation Specialty Consulting Services on or after January 1, 2015, and to which any such services terminated prior to the end of the Agreement term. If services were terminated, the Proposer shall explain why.

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Contents of the Statement of Qualifications

PRIOR OR PENDING CONVICTIONS, INDICTMENTS, INVESTIGATIONS, REGULATORY INVESTIGATIONS, AND CONFLICTS OF INTEREST

Provide a description of all prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to conducting Hotel Consulting Services, in which Proposer or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of Proposer's response to this RFQ or an affirmative statement that there are none. The Proposer must also describe any conflicts of interest with the Aviation Authority that the Proposer's firm has or may have and how that conflict of interest would be mitigated, or provide an affirmative statement that there are none.

PROOF OF INSURANCE:

Include in the SOQ evidence of the Proposer's ability to provide the insurance coverage, either by means of an existing policy or other verifiable proof (Agent/Broker commitment letter), as detailed in Section D, General Requirements, Paragraph 8, Insurance Requirements.

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Contents of the Statement of Qualifications

PROOF OF INSURANCE:

Type	Amount
Professional Liability	\$1,000,000
General Liability	\$1,000,000 (General Liability needs to have Advertising Injury Coverage)
Automobile Liability	\$100,000/300,000/50,000
Workers Compensation	Statutory limits
Employers Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee

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Contents of the Statement of Qualifications

PROOF OF INSURANCE (Continued)

- Self-Insured Retention: Consultant's commercial general liability and professional services liability insurance policies shall not be subject to a self-insured retention exceeding \$100,000, unless approved by the Aviation Authority's Chief Executive Officer. Consultant's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the Aviation Authority's Chief Executive Officer.
- Additional Insured Endorsement: The Company agrees and shall cause the Aviation Authority and the City and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and member of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.
- If coverage is on a claims-made basis, the Company will maintain coverage applicable to the Services performed for two (2) years after expiration of the Agreement.
- Insurers shall be licensed to transact insurance in the State of Florida. This requirement may be waived in the sole discretion of the Chief Executive Officer or if the insurer is rated by A.M. Best at A-/VIII or better.

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Contents of the Statement of Qualifications

MINORITY AND WOMEN BUSINESS ENTERPRISE AND/OR LOCAL DEVELOPING/ VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAMS

- The Aviation Authority has not set a MWBE or LDB/VBE participation goal for this RFQ, however, MWBE and/or LDB/VBE participation is highly encouraged.
- All Proposers are hereby notified that they are highly encouraged to comply with: 1) the Minority and Women Business Enterprise ("MWBE") program requirement as defined in the Aviation Authority's MWBE Policy, and 2) the Local Developing Business/Veteran Business Enterprise ("LDB/VBE") program requirement as defined in the Aviation Authority's LDB/VBE Policy. The Policies along with certified MWBE and LDB/VBE Directories are available on-line at the Aviation Authority's website: http://www.orlandoairports.net/small_business.
- Proposers shall be solely responsible for confirming MWBE and LDB/VBE subconsultants' experience, capacity, certification and any other information related to the services.
- Any MWBE and LDB/VBE certified firms are encouraged to propose. Despite not having any specific goals for this RFQ, the Aviation Authority may select one or more qualified MWBE and/or LDB/VBE firms for inclusion on the team, if such inclusion best meets the needs of the Aviation Authority in its exclusive discretion.

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Contents of the Statement of Qualifications

RESPONSE FORMS:

1. **PROPOSER'S WARRANTY** - The Proposer's Warranty shall be completed and signed by the Proposer's duly authorized representative. Failure to do so may cause the SOQ to be deemed as non-responsive.
2. **NO RESPONSE TO RFQ** - In the event a potential Proposer elects not to submit a SOQ, such potential Proposer should respond by completing and returning the "No Response to Request for Qualifications" form, advising the Aviation Authority of the reason for not submitting a SOQ.

ADDITIONAL INFORMATION

Additional information may be requested by the Aviation Authority by Addendum

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September 22, 2020

EVALUATION AND AWARD CRITERIA

EVALUATION CRITERIA:

1. The Aviation Authority intends to select the Proposer that is deemed to be the most highly qualified to perform the required services after considering the evaluation criteria, in its exclusive discretion. The evaluation criteria do not have any specific predetermined relative weight. The consideration of individual criterion is merely a tool to assist the Aviation Authority in determining which RFQ is deemed to be responsible, responsive, and the most highly qualified to perform the required services, as a whole, to the Aviation Authority, all factors being considered. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the Aviation Authority.
2. The Proposer's references should demonstrate that it has the ability and experience required to perform the Scope of Services. It is the responsibility of the Proposer to provide references and information that most closely demonstrate responsiveness to the Scope of Services.

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EVALUATION AND AWARD CRITERIA

EVALUATION CRITERIA (continued):

3. For all Proposers who satisfy the Minimum Requirements in Section 3 of the Submission Requirements, the Aviation Authority will consider the following items, in connection with its evaluation of SOQs. The Aviation Authority reserves the right to determine, in its sole discretion, the degree to which the Proposer's demonstrated experience and qualifications are consistent with the size, complexity, and requirements of the Aviation Authority.
 - a. Ability, qualifications, experience, and reputation of the Proposer and Engagement Team with respect to the Scope of Services.
 - b. Proposer's methodology and approach to perform the Scope of Services.
 - c. Proposer's knowledge/familiarity with FAA and State regulations, policies, and procedures; and success of recent projects.
 - d. Familiarity and understanding of the Aviation Authority needs; corporate history and background in aviation consulting.
 - e. Background information and disclosures on the Proposer, including but not limited to, small business participation, references, office locations, claims and investigation disclosures.

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September 22, 2020

General Requirements (continued)

SELECTION PROCESS:

- Responses to this RFQ will be evaluated and ranked by the Professional Services Committee (PSC). The recommendation of the PSC will be considered by the Aviation Authority Board for award.
- The PSC intends to shortlist no fewer than three (3) qualified Proposers, if reasonably possible. Among the factors that will be considered in selecting the Proposers who will be shortlisted are their qualifications, approach to providing the Services, ability to provide the required Services, prior experience on similar projects, their past performance with the Aviation Authority (if applicable), their past performance with other entities, level and quality of small business participation, and the responses to the inquiries set forth above. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Proposer's past performance and may consider such information in its selection of shortlisted Proposers.
- Shortlisted Proposers may be scheduled for a presentation and interview (either in-person or via virtual meeting) if required by the PSC. Following presentations and interviews, the PSC shall make a final ranking and select in order of preference, based on the above information and interview results, if any, in order to recommend the award to the Aviation Authority's Board to the responsible, responsive, and in its sole discretion, deemed to be most highly qualified Proposer to perform the requested services.

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EVALUATION AND AWARD CRITERIA

SELECTION PROCESS (continued):

Shortlisted Proposers will be requested to provide proof of financial strength. Proposers must provide most recent audited annual financial statements for the last two years in order to evaluate the Proposer's ability to perform these services. If audited annual financial statements are not available, provide balance sheets, income statements, and cash flow statements for the last two years.

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

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EVALUATION AND AWARD CRITERIA

SELECTION PROCESS (continued):

Following the Aviation Authority Board approval of the PSC ranking, the Aviation Authority shall enter into negotiations with the top-ranked Proposer, in order to consummate a contract on terms that are fair, competitive and reasonable. Should the Aviation Authority be unable to negotiate a satisfactory contract with the top-ranked Proposer, negotiations with that Proposer shall be terminated. The Aviation Authority shall then undertake negotiations with the second-ranked Proposer, and if necessary, additional Proposers in accordance with the order of ranking. Upon successful completion of contract negotiations with a Proposer, the Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The extent and scope of the Services, along with the fees for such services, will be subject to final approval by the Aviation Authority. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Proposer to perform the required Services described herein. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

The Aviation Authority reserves the right to waive any informality in the SOQs, to reject any and all SOQs, and to re-advertise or elect not to proceed with the services for any reason. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings.

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EVALUATION AND AWARD CRITERIA

SELECTION PROCESS (continued):

- For individuals who conduct lobbying activities with Aviation Authority employees or Board members, registration with the Aviation Authority is required each year prior to conducting any lobbying activities. A statement of expenditures incurred in connection with those lobbying instances should also be filed prior to April 1 of each year for the preceding year. Lobbying any Aviation Authority staff who are members of any committee responsible for evaluating or ranking SOQs, and thereafter forwarding those recommendations to the Board, and/or any Board Members is prohibited from the time that this Request for Qualifications, is released to the time that the Board makes an award. As adopted by the Board on September 19, 2012, lobbyists are now required to sign-in at the Aviation Authority offices prior to any meetings with Staff or Board members. In the event a lobbyist meets with or otherwise communicates with Staff or a Board member at a location other than the Aviation Authority offices, the lobbyist shall file a Notice of Lobbying (Form 4) detailing each instance of lobbying to the Aviation Authority within 7 calendar days of such lobbying. As of January 16, 2013, lobbyists will also provide a notice to the Aviation Authority when meeting with the Mayor of the City of Orlando or the Mayor of Orange County at their offices. The policy, forms, and instructions are available in the Aviation Authority's offices and the website. Please contact the Director of Board Services with questions at (407) 825-2032.
- The meetings of the PSC Committee and Aviation Authority Board are public meetings.

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Selection Schedule

Deadline for submission of questions (by 4:00 p.m. ET)	September 25, 2020
Release of Addendum to answer questions	October 2, 2020
Deadline for return of SOQs (by 11:00 a.m. ET)	October 13, 2020
Shortlisting by Professional Services Committee*	November 11, 2020
Interviews by Professional Services Committee*	November 18, 2020
Recommendation heard by the Aviation Authority Board*	December 9, 2020

*Sunshine Meeting schedules are posted every week on the Aviation Authority website.

Due to the COVID-19, the Greater Orlando Aviation Authority is adhering to a business distancing operational plan. Please note that all Professional Services Committee meetings will be held virtually until further notice.

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Additional Information

- Proposer's personnel will be required to meet the Greater Orlando Aviation Authority's requirements for security background checks
- Lobbying of Aviation Authority Staff, Committee responsible for ranking SOQs, and Board Members, from the time that a Request for SOQs is released to the time that the Aviation Authority Board makes an award, is **prohibited**
- By submitting a SOQ, Proposer certifies it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in *Fla. Stat. § 287.135*, as amended, and if Contract is \$1,000,000 or more, Proposer certifies it is (i) not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in *Fla. Stat. § 287.135*; and, (ii) not engaged in business operations in Cuba or Syria, as defined in *Fla. Stat. § 287.135*, as amended
- Authority Contracts require Contractors/Consultants to comply with and utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System
- It is the responsibility of the firm with any potential conflict of interest to request a determination on eligibility **prior to the submittal of the SOQ**

Additional clarification provided in the Request for Qualifications may be downloaded by visiting the AirportLink website at <http://AirportLink.perfect.com> .

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Pre-Submittal Conference for Aviation Specialty Consulting Services and Federal Government Relations Consulting Services for International Air Service Development Support (PS-649)

Questions?

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