



INVITATION TO NEGOTIATE

26-117-ITN

STATE LOBBYIST

TABLE OF CONTENTS

1. INTRODUCTION
2. GENERAL INFORMATION AND RESPONSE PREPARATION
3. SCOPE OF WORK / SPECIFICATIONS
4. SERVICE LEVEL AGREEMENTS (SLAs)
5. MINIMUM REQUIREMENTS
6. OTHER REQUIREMENTS
7. SELECTION PROCESS AND AWARD
8. PROFESSIONAL SERVICES AGREEMENT SAMPLE
9. EVALUATION CRITERIA
10. VENDOR QUESTIONNAIRE
11. PRICE TABLE(S)

ATTACHMENTS

B - ITN REQUEST - STATE LOBBYISTS

C - SLAS - ANDREW YATES

1. INTRODUCTION

1.1. Summary

The Aviation Authority is soliciting responses from interested and qualified Lobbyists or Firms, duly licensed to do business in the State of Florida, to provide State Governmental Relations Consulting Services for the Orlando International Airport and the Orlando Executive Airport.

The selected Consultant will be determined, at the sole discretion of the Aviation Authority, to be both responsible and responsive, and the most highly qualified to perform the required services, based on the evaluation criteria established in the solicitation documents.

1.2. Procurement Services Point of Contact

When the Questions and Answers function is not available, please contact Terrence Wright, Senior Manager via email at terrence.wright@goaa.org.

1.3. Intent

The Aviation Authority's intent is to enter into a non-exclusive Professional Services Agreement for the services described in this solicitation for a three (3) year base period, with two (2), one (1) year option(s). Professional Services Agreement to start on or about 01/01/2027.

1.4. Background

The Greater Orlando Aviation Authority is proud to operate Orlando International Airport (MCO) and Orlando Executive Airport (ORL), two of Florida's premier air travel gateways. MCO is a world-class global connector, serving millions of passengers across its three terminals, A, B, and C. Connected to a Train Station that offers passenger rail service, Terminal C is an innovative structure that elevates the customer experience with 100% automated screening lanes at TSA checkpoints. ORL is conveniently located just miles from downtown Orlando and provides vital general aviation access to the heart of the region.

1.5. Tentative Timeline

Release Project Date:	October 2, 2026
------------------------------	-----------------

Pre-Submittal Meeting (Non-Mandatory):	October 12, 2026, 10:00am Microsoft Teams meeting Join: https://teams.microsoft.com/meet/28936071579544?p=camWbKo6nr4IMLGdB Meeting ID: 289 360 715 795 44 Passcode: vZ7zV35J Need help? System reference Dial in by phone +1 872-242-8019,,226994945# United States, Chicago Find a local number Phone conference ID: 226 994 945# Join on a video conferencing device Tenant key: goaa@m.webex.com Video ID: 113 084 085 5
Question Submission Deadline:	October 20, 2026, 12:00am
Question Response (Addendum) Issue Deadline:	October 22, 2026, 12:00am
Response Submission Deadline:	November 6, 2026, 12:00am
Evaluation Committee Date:	November 20, 2026
Interviews (Optional):	December 9, 2026
Conclusion of Negotiations:	December 21, 2026
Evaluation of Respondents' BAFOs by Committee:	January 5, 2027
Aviation Authority Board Contract Approval Date:	February 17, 2027

All dates and times are subject to change. All times are EST.

1.6. Characteristics of an ITN

An ITN is a solicitation process to select one or more vendors with which to commence negotiations for the procurement of goods and/or contractual services.

When the Aviation Authority determines that procurement by an Invitation to Bid or other solicitation method is not in the best interest of the Aviation Authority, and that negotiation may be necessary for the Aviation Authority to obtain the Best Value, the ITN process may be used. In making the determination to utilize the ITN process, the Aviation Authority may consider, in addition to any other relevant considerations, the following:

- a. The simultaneous use of competitive negotiations would be beneficial to achieve the goal of Best Value within the Aviation Authority's budget.
- b. Price is an important factor but not significant enough by itself to justify award to a low bidder.
- c. Limited availability of competition.
- d. Non-standard products or services are required.
- e. Multiple options for achieving the desired results likely exist.
- f. A contract of high complexity may be required.
- g. Uncertainty of the ability to obtain results within the budget or time requirements.
- h. Requirements for needed products or services cannot be specified with certainty.
- i. There is an emphasis on new technology with innovative solutions and a range of options are available.
- j. Flexibility in determining the Best Value for the Aviation Authority is paramount.
- k. Items or services are mission critical to the Aviation Authority's operation.
- l. A process of re-engineering may be required.
- m. The marketplace is experiencing constant change and updated solutions are pertinent.

Professional and technical expertise and qualifications of firms are critical to the success of the project or provision of services.

2. GENERAL INFORMATION AND RESPONSE PREPARATION

2.1. Non-Discriminatory Legal Notices

- a. The Aviation Authority does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act or Section 86.26, Florida Statutes, should contact the ADA Coordinator at 407-825-7105 as soon as possible, or at least one full business day prior to any scheduled meeting.
- b. In accordance with Section 287.05701, Florida Statutes, the Aviation Authority may not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent.

2.2. Reservation of Rights

- a. The Aviation Authority reserves the right, in its sole discretion, to waive any informalities or irregularities of a Response, except that:
 - i. the Aviation Authority will not waive the requirement that a Response, complete in all material respects, be received by the Aviation Authority by the time and date specified in the Timeline for the receipt thereof, and
 - ii. the Aviation Authority will not consider any Response which does not conform in all material respects to the terms of this Solicitation including a commitment to execute the Professional Services Agreement by the Respondent, if applicable.
- b. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Respondent's past performance and may consider such information in its evaluation and selection of Respondents.
- c. The Aviation Authority reserves the right to request clarification of information submitted in any Response, to require additional information from any Respondent, or, in the Aviation Authority's sole discretion, to reject any or all Respondents for any reason and to re-advertise or not to re-advertise the Solicitation.
- d. The Aviation Authority reserves the right to cancel an award to a Respondent upon due cause—i.e., misrepresentation, negligence, non-performance, etc. via written notice.
- e. As the best interest of the Aviation Authority may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof.

- f. All awards made as a result of this Solicitation shall conform to applicable policies of the Aviation Authority.
- g. The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of Services of the resulting Professional Services Agreement at any time, without cause.
- h. 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 Respondent to perform the required Services described herein.
- i. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

2.3. Response Preparation

- a. All prospective Respondents shall thoroughly examine and become familiar with the Solicitation package and carefully note the items which must be submitted with the Solicitation as detailed in Section 11: Vendor Questionnaire.
- b. Submission of a Response shall constitute an acknowledgment that the Respondent has read and understands the Solicitation Documents. The failure or neglect of a Respondent to receive or examine any Solicitation Document shall in no way relieve it from any obligations under its Response or the Professional Services Agreement. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Professional Services Agreement Documents or the scope of work.
- c. It is the Respondent's responsibility to incorporate all pertinent information effectively, to communicate the Respondent's concept, and meet the requirements listed in the Solicitation. The Respondent should prepare its Response simply and economically, providing a straightforward, concise description of the Respondent's capability to satisfy the conditions and requirements of this competitive solicitation based on the Evaluation Criteria which are the list of elements that the Aviation Authority deems most important to its evaluation process.
- d. Sealed electronic responses will be received for this Solicitation through the Greater Orlando Aviation Authority e-Procurement Platform located at <https://procurement.opengov.com/portal/goaa>. Once you have completed the free account registration, browse back to this page, click on "Draft Response", and follow the instructions to submit the electronic response. By way of the

Platform, responses will be locked and digitally encrypted until the submission deadline passes.

- e. All Responses must be received by the Aviation Authority as noted in the Section 1: Introduction. All Responses timely received will be listed with the name of the Respondent during the Virtual Announcement of Respondents. The e-Procurement Platform will not allow for late submittals.
- f. The time/date stamp clock located in the electronic submittal Platform shall serve as the official authority to determine lateness of any response.
- g. If the Aviation Authority determines that it is necessary to change the dates or times prior to the due date, the change will be announced and posted on the e-Procurement Platform.
- h. The Aviation Authority shall not be responsible for delays caused by any occurrence. This shall include any delay as a result of a technology issue. Any late response shall not be accepted.
- i. Responses submitted by hard copy, e-mail, or fax shall not be accepted. Responses submitted outside of the designated Procurement Platform shall be rejected as non-responsive regardless of where and when they were received.
- j. Respondents shall not be allowed to modify their responses after the opening time and date.
- k. Unless otherwise noted, Respondents shall submit one Response only.
- l. Each Respondent shall complete Section 11: Vendor Questionnaire. Please respond to each item individually, as applicable.
- m. Unless otherwise directed, all uploaded files must be in PDF format. Do not upload zip files.
- n. Regarding narrative responses: please do not include any links to any material, as those will not be reviewed. Additionally, images shall not be added into narrative fields, as those will not be reviewed.

2.4. Pre-Submittal Meeting

- a. A Pre-Submittal Meeting will be held virtually for this solicitation.
- b. The Teams Link can be found under Section 1: Introduction
- c. The purpose of any Pre-Submittal Meeting is to review the solicitation (and any addenda) as published.
- d. Attendance is not mandatory, but highly encouraged.

- e. Attendees are expected to be familiar with the Solicitation Document.

2.5. Communications; Questions Regarding Specifications or Solicitation Process and Receiving Responses

- a. Any communication during the solicitation process must be submitted to the Aviation Authority via the e-Procurement Platform, <https://procurement.opengov.com/portal/goaa>, prior to the deadline for Questions. In the event of the OpenGov Q&A is not functional, please contact the Procurement Point of Contact specified in Section 1.
- b. All answers to inquiries will be posted on the Aviation Authority e-Procurement Platform. Respondents may also click "Follow" on this Solicitation to receive an email notification when answers are posted. It is the responsibility of the Respondent to check the website for answers to inquiries.
- c. In accordance with Administration Policies (Sections 180.01 and 180.03) 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 Respondent 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. A copy of the Administration Policies (Sections 180.01 and 180.03) is available upon request from the Manager of Board Services.
- d. All firms are hereby placed on notice that the Aviation Authority Board and staff shall not be contacted about this Solicitation. Firms and their agents shall not contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Procurement Agent and the office of Small Business Opportunity and Exchange. An appropriate official or employee of the Aviation Authority may initiate communication with a Respondent in order to obtain information or clarification needed to develop a proper and accurate review of the Response. Any official communication from a Respondent during the solicitation process should be submitted via the e-Procurement Platform as directed during the solicitation process. Failure to adhere to these requirements may result in an Aviation Authority Board action to disqualify your firm from consideration of award.
- e. Requests for interpretation, clarification or correction of solicitation documents, forms or other material in the solicitation must be made in writing via the e-

Procurement Platform during the Question-and-Answer period. Questions or issues raised at the Pre-Submittal Meeting or during the Question-and-Answer period, which, in the Aviation Authority's discretion, necessitate changes to the solicitation documents, will be the subject of an addendum to this solicitation at the conclusion of the question period, and will be made available through the e-Procurement Platform. It is the responsibility of each Respondent to ensure that it has received and reviewed any and all such solicitation(s) or addendum.

- f. Per F.S. 287.057 (25): Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.6. Silence of Specifications

The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided.

2.7. Incurred Cost

The Aviation Authority is not liable for any cost incurred by any Respondent prior to an award. Costs for developing a response is entirely the obligation of the Respondent and shall not be chargeable in any manner to the Aviation Authority.

2.8. Lobbying Statement

Do not contact Aviation Authority Board members or Staff concerning this Solicitation. Public meetings and public deliberations of the Evaluation Committee are the only acceptable forum for the evaluation of any Responses received pursuant to this Solicitation. Written correspondence concerning questions may be submitted to the Procurement Services Department via the e-Procurement Platform during the specified period. Any official communication from a Respondent during the Solicitation process should be submitted in writing to the Greater Orlando Aviation Authority via the e-Procurement Platform as directed in the Solicitation. Copies of the Administration Policies (Sections 180.01 and 180.03) are available at <https://flymco.com/airport-business/policies/>. Failure to adhere to these requirements could result in action to disqualify your firm from consideration of award. Respondents to this Solicitation or persons acting on their behalf may not contact, between the release of the Solicitation and the end of the 72-hour period following the agency posting the notice of intended

award, excluding Saturdays, Sundays, and state holidays, **any employee or officer of the executive or legislative branch concerning any aspect of this Solicitation, except in writing to the procurement officer or as provided in the Solicitation documents.** Violation of this provision may be grounds for rejecting a response. (F.S. 287.057 (25))

2.9. Withdrawal of Responses

No Response may be withdrawn after the scheduled Response opening time for a period of 180 days. Any Respondent withdrawing or attempting to withdraw its Response prior to the expiration of the 180 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 Respondent or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of the Aviation Authority's other damages. A Respondent's submission shall be deemed the Respondent's acknowledgment of an agreement to the provisions of this Section.

2.10. Public Meetings

Public meetings are posted on the Aviation Authority's website:

<https://flymco.com/airport-business/sunshine-meetings/>. Attendance by all interested Parties is encouraged.

2.11. Public Records / Confidential and Exempt Information

The Greater Orlando Aviation Authority ("Aviation Authority") is subject to Chapter 119, Florida Statutes, and Article I, section 24 of the Florida Constitution. Accordingly, all materials submitted in response to this Invitation to Negotiate ("ITN") are subject to public disclosure unless confidential or exempt under applicable law.

If the Respondent contends that any portion of its bid, proposal, response, or submission contains confidential or exempt information, including trade secret information, the Respondent shall provide:

- a. one complete, unredacted copy clearly identifying and conspicuously labeling all information claimed to be confidential or exempt; and
- b. one redacted copy of the identical submission suitable for public records production.

For each redaction or claim of exemption, the Respondent shall cite the specific legal authority supporting the asserted exemption. Generalized claims of confidentiality or proprietary status are insufficient and will not be considered properly identified by the Respondent.

Pricing and other financial terms are generally not confidential or exempt from public disclosure following bid or proposal opening or notice of intended award, except as otherwise provided by law.

The Aviation Authority will endeavor in good faith to maintain information properly identified by the Respondent as confidential or exempt; however, the Aviation Authority shall independently determine whether any submitted information is subject to disclosure under applicable law.

The Aviation Authority shall not be liable for the disclosure of information that:

- a. was not properly identified by the Respondent;
- b. is not confidential or exempt under applicable law; or
- c. the Aviation Authority determines must be disclosed pursuant to law, court order, or administrative determination.

If the Aviation Authority relies upon the Respondent's asserted claim of confidentiality or exemption in withholding or redacting records responsive to a public records request, the Respondent shall, upon request, provide legal and factual support for the asserted exemption and shall indemnify, defend, and hold harmless the Aviation Authority, its board members, officers, employees, agents, and representatives from and against any claims, damages, penalties, costs, or attorneys' fees arising from the Aviation Authority's reliance on the Respondent's asserted exemption or confidentiality claim.

Nothing herein obligates the Aviation Authority to assert or defend any claimed exemption from disclosure on behalf of the Respondent.

2.12. Proprietary Information

Any work product produced as part of the Agreement will become the exclusive property of the Aviation Authority.

2.13. Independent Consultant Status and Compliance with the Immigration Reform and Control Act

Respondent is and shall remain an independent Consultant and is neither agent, employee, partner, nor joint venture of Aviation Authority. Respondent 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.

2.14. Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy # 101-02, 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 Respondent 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 Respondent to Respond on any Professional Services Agreement 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 (101.02) is available on the Aviation Authority's website: <https://flymco.com/airport-business/policies/>

2.15. Performance Management System (Procurated/Canary)

- a. The Aviation Authority shall, at regular intervals, monitor the performance of Consultant to determine whether the work to be performed under the Professional Services Agreement has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.
- b. The Aviation Authority shall notify the Consultant of any specific services that are unsatisfactory to the Aviation Authority, and if the Consultant has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Professional Services Agreement or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Consultant's invoice.
- c. The Aviation Authority is implementing a structured vendor performance management process to support continuous improvement, accountability, and strong supplier relationships. The Aviation Authority has partnered with **Procurated** to utilize its vendor performance management platform, Canary, a tool designed to collect meaningful feedback, improve supplier performance, and enhance customer satisfaction. The Aviation Authority will use the vendor performance management platform to collect feedback regarding Supplier performance. Performance evaluations may be conducted quarterly, annually, or as needed, based on contract duration, scope of work, and operational requirements.

- d. Supplier performance may be evaluated across multiple categories (Customer Service, Pricing and Value, Quality of Goods or Services, Timeliness and Responsiveness).
- e. The Aviation Authority may consider a Respondent's past performance, including references and any available performance ratings or feedback from other agencies, including those reflected in vendor performance management platforms such as Canary in determining future contracting opportunities, contract renewals, amendments, extensions, and overall supplier relationship management. The Aviation Authority will use performance feedback to:
 - o Identify strengths and opportunities for improvement
 - o Address performance concerns during business review meetings
 - o Initiate corrective action discussions when immediate or material performance issues arise

Supplier Registration Requirement:

- a. As a condition of award, the Consultant shall be required to register for and maintain an active account in the Aviation Authority's designated vendor performance management platform, Procurated's Canary platform, for the duration of the performance period. Supplier registration and use of the platform will be provided at no cost to the Supplier.
- b. The Consultant will be required to [create a profile](#) on Procurated so you can log in to see your feedback. We also recommend that you use the Review Requester feature in Canary. It allows you to easily request feedback from the people who use your products and services every day. These insights give you a clear view of your performance, while also helping you showcase your strengths to current and future customers. Please note that the information and data uploaded to Canary may be subject to Florida's public records laws.
- c. Suppliers may learn more about the Canary platform and its benefits at: <https://home.procurated.com/resources/suppliers-your-government-customers-are-using-canary/>
- d. For questions related directly to the Procurated platform, Suppliers may contact: suppliersupport@procurated.com

2.16. Appeal of Solicitation Requirements

Any potential Respondent that is adversely affected by the requirements or specifications of this Solicitation may file an appeal in writing to the Senior Vice President of Procurement Services, Kelly.loll@goaa.org, within 72 hours after the

posting of the Solicitation. Failure to do so shall constitute a waiver of all rights to appeal the contents of the Solicitation.

3. SCOPE OF WORK / SPECIFICATIONS

The Consultant shall provide comprehensive legislative monitoring and advocacy services on behalf of the Aviation Authority, including attending legislative sessions, committee meetings, workshops, and pre-session activities to track, review, and report on all legislation that may impact the Aviation Authority. The Consultant shall also arrange meetings with key state officials, collaborate with aligned organizations, and actively advocate for legislation that supports the Aviation Authority's priorities, including efforts to maximize transportation funding for Orlando International Airport and Orlando Executive Airport, while maintaining an ongoing understanding of the Aviation Authority's legislative needs.

3.1. State Governmental Legislative Representation

- a. While the Florida Legislature (the "Legislature") is in session, the Consultant shall attend all sessions and monitor, review, and report on all pending legislation that may directly or indirectly affect the Aviation Authority. This responsibility also includes attendance at and reporting on all pre-session committee meetings, hearings, and conferences relevant to the Authority's interests.
- b. Prepare and develop legislative filings as required in the proper form to be proposed for adoption by the Legislature.
- c. Seek advice from Aviation Authority's staff members, in conjunction with other consultants, with respect to the information necessary for the proper presentation of the Aviation Authority's view, needs, and requirements to be presented by the Consultant before the various legislative committees and other governmental bodies.
- d. Continuously monitor, through electronic means and other appropriate methods, legislative actions that may affect the Aviation Authority. The Consultant shall advise the Aviation Authority, in writing and to the greatest extent practicable in advance, of any legislative developments or proposed actions that may impact the Authority's operations, interests, or statutory authority.
- e. Attend all necessary committee meetings, workshops, and legislative sessions for the purpose of monitoring and affecting, as appropriate, the passage or defeat of those bills identified as bills of interest.
- f. Arrange conferences between Aviation Authority staff members and appropriate members of the Legislature, the Governor of the State of Florida, the members of the Florida Cabinet and/or their respective aides and staff.
- g. Coordinate the Aviation Authority's legislative activities with the activities of other groups with similar interest including other major international airport

representatives, legislative advocates for the City of Orlando, Orange County and other selected associates that are involved in the legislative process.

- h. Advocate the passage of legislation which the Aviation Authority identifies as being in the Aviation Authority's best interest, including but not limited to maximizing transportation funding for Orlando International Airport and Orlando Executive Airport.
- i. Anticipate and understand the Aviation Authority's interests in legislative activities.

3.2. State Governmental Regulatory Representation

- a. Advancing request for funding for various airport projects to the Florida Department of Transportation; Florida Department of Environmental Protection, the Florida Legislature, other governmental agencies and alternative state funding sources.
- b. Seeking to maximize FDOT appropriations for the then current fiscal year for projects that are in the Aviation Authority's best interest.
- c. Advance long-term initiatives and state policy that will benefit the Aviation Authority including, but not limited to, the development of additional fuel distribution capacity, and funding and implementation of fuel and environmental efficiencies.

3.3. Additional Services

If during the contractual period additional services are needed, the selected Proposer, also referred to as Consultant may, at the option of the Aviation Authority, be engaged to perform additional services. The selected Consultant, shall upon receipt of the written request from the Aviation Authority's Chief Executive Officer, 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 the Aviation Authority policies prior to the performance of any additional services.

4. SERVICE LEVEL AGREEMENTS (SLAs)

4.1. Legislative Monitoring & Reporting

Legislative Monitoring

Service Standard	Performance Requirement
Bill Monitoring	Track and analyze all legislation affecting GOAA
Legislative Alerts	Notify GOAA within 24 hours of significant legislative developments
Session Updates	Provide weekly updates during legislative session
Interim Updates	Provide monthly updates outside of session

4.2. Advocacy and Representation

Advocacy and Representation

Service Standard	Performance Requirement
Representation	Attend relevant legislative and agency meetings
Issue Advocacy	Actively advocate GOAA positions as directed
Relationship Management	Maintain productive relationships with key state officials
Funding Advocacy	Pursue appropriations and grant opportunities identified by GOAA

4.3. Responsiveness

Responsiveness

Request Type	Response Time
--------------	---------------

Urgent Matters	Within 4 business hours
Executive Inquiries	Within 1 business day
Standard Requests	Within 2 business days
Research Requests	Within 5 business days unless otherwise agreed

4.4. Required Deliverables

Required Deliverables

Monthly Reports

The State Lobbyist shall submit a monthly written report including:

- Legislative activities conducted
- Meetings with state officials
- Status of priority legislation
- Funding opportunities and actions taken
- Emerging policy issues
- Strategic recommendations
- Upcoming deadlines and actions

Legislative Session Reports

During legislative session, the State Lobbyist shall provide:

- Weekly legislative status reports
- Bill tracking summaries
- Budget and appropriations updates
- Committee activity reports
- Recommended GOAA actions

End-of-Session Report

Within 30 days after adjournment, provide:

- Comprehensive legislative summary
- Outcome analysis of GOAA priorities
- Budget and appropriation results
- Assessment of advocacy efforts
- Strategic recommendations for the following year

5. MINIMUM REQUIREMENTS

Respondent must meet all the Minimum Requirements listed in this section in order to be considered for award. Respondents must address each Minimum Requirement and provide affirmative statements and/or documentation to demonstrate meeting all the Minimum Requirements, as directed in Section 11: Vendor Questionnaire.

Minimum Requirements are evaluated as Pass/Fail, and are not scored.

5.1. Certifications, Documentation and Acknowledgements

The following certifications, documentation and acknowledgements must be provided:

- i. Registration with the State of Florida
- ii. Employment Verification; Use of E-Verify
- iii. Drug-Free Workplace Certification
- iv. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- v. Discriminatory Vendor List Certification
- vi. Acknowledgement of Addenda
- vii. Conflict of Interest Disclosure
- viii. Public Entity Crimes Certification
- ix. Registration for Performance Management System (Procurated/Canary)
- x. Prohibition of Covered Unmanned Aircraft Systems (UAS)

5.2. Minimum Experience

Respondent shall have a minimum of 5 years of continuous, recent, relevant and verifiable experience providing services of the type described in Section 3: Scope of Work/Specification, within 5 years prior to the deadline of this Solicitation. Respondent shall provide an affirmative statement and/or documentary proof of such experience in Section 11: Vendor Questionnaire.

5.3. References

- a. Respondent must provide at least 3 references from Clients to whom the Respondent delivered goods or provided services of a similar scope and size, within 5 years from the date of this Solicitation.

- b. Respondents' references must have direct experience doing business with the Respondent and should demonstrate that the Respondent reasonably has the reputation to perform the Scope of Services / provide goods.
- c. References must be submitted by completing the Reference Form in Section 11: Vendor Questionnaire.
- d. The Aviation Authority reserves the right to verify the references provided.
- e. The Respondent 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 Respondent and its Team members. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Respondent's past performance and may consider such information in its evaluation and selection of Respondents.
- f. If the Respondent is a joint venture or partnership, which is not currently in existence, the requested documentation listed below shall be submitted from each entity of the proposed joint venture or partnership.

6. OTHER REQUIREMENTS

6.1. Joint Venture Agreement and Current W9

A copy of the current W9 and executed Joint Venture Agreement is requested, if the Respondent is a Joint Venture.

6.2. Proof of Insurability

Respondent must demonstrate its ability to obtain insurance meeting the minimum required coverage by uploading proof in Section 11: Vendor Questionnaire.

6.3. Claims Information

Respondents are requested to disclose all lawsuits, arbitrations and claims filed or raised by or against the Respondent 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 and litigation, case style, number, and jurisdiction.

6.4. Convictions, Indictments, Investigations, Regulatory Investigations

Respondent is requested to provide a description of all prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to the services listed in the Scope of Work / Specifications Section in which Respondent 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 Respondent's response to this Solicitation. Or Respondent shall provide an affirmative statement that there are none.

6.5. Exceptions to Terms and Conditions

Respondent may provide a TRACKED Word document of the requested changes to the Terms and Conditions in Section 11: Vendor Questionnaire. The recommended changes may or may not be accepted by the Aviation Authority. A full substitution of the entire agreement or sets of terms and conditions will not be considered.

6.6. Respondent Redacted Response

Respondent may upload a redacted version of their response for public records purposes. Redaction must be full compliance with Florida's Public Record statutes. See Section 2: General Information and Response Preparation.

7. SELECTION PROCESS AND AWARD

7.1. General Overview

- a. The Aviation Authority establishes an Evaluation Committee ("Committee") to evaluate the responses.
- b. The following steps are followed for the ITN evaluation.
 - i. Phase 1: Evaluation of Responses, Shortlisting and optional Presentations / Interviews / Site Visits
 - ii. Phase 2: Negotiations
 - iii. Phase 3: BAFO (Best and Final Offer) Evaluation and Contract Award

7.2. Phase 1 - Evaluation of Responses, Competitive Range/Shortlisting (Scored)

- a. Various Aviation Authority Staff, or Authorized Representatives (Procurement Services, Risk Management, Finance, Small Business Development, Legal Counsel) review the responses to provide analysis (Staff Report) regarding the Respondent's meeting the Minimum Requirements and other characteristics. Concurrently, each Evaluation Committee member will independently review the responses.
- b. The Committee convenes in a public meeting.
 1. Staff reports are provided.
 2. If applicable, the Committee deems Respondents non-responsive and/or non-responsible for not meeting the Minimum Requirements.
 3. Respondents who were not deemed non-responsive and/or non-responsible are evaluated by the Committee based on the Evaluation Criteria. However, if less than four responsive and responsible responses are received, the Committee may, at its discretion, shortlist all responsive and responsible Respondents without the need for scoring.
 4. The Aviation Authority reserves the right to not disclose detailed pricing information until the evaluation of the BAFO in Phase 3.
 5. The Committee may shortlist some or all Respondents.
- c. If the Evaluation Committee determines that Presentations/Interviews/Demonstrations/Site Visits are not necessary, the Committee will complete scoring and create a shortlist of Respondents based on competitive range.

- d. If the Evaluation Committee determines that Presentations/Interviews/Demonstrations/Site Visits are necessary, the following process will occur:
 1. The Aviation Authority may request some or all Respondents to participate in Presentations/Interviews/Demonstrations/Site Visits with the Evaluation Committee prior to shortlisting or after shortlisting.
 2. The Aviation Authority will provide details regarding the Presentations/Interviews/Demonstrations/Site Visit in advance.
 3. The Respondent shall have officials of the appropriate management level present and representing the Respondent.
 4. Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt pursuant to Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.
 5. The Committee will complete scoring and create a shortlist of Respondents based on competitive range if Presentations/Interviews/Demonstrations/Site Visits are conducted prior to shortlisting.
- e. The scoring of price proposals will be based on a mathematical calculation. The Respondent providing the lowest price will receive the maximum points. A "percentage ratio" will then be calculated by dividing the lowest price with each of the other Respondents' prices. Then, the maximum points will be multiplied by the "percentage ratio". Price Score will be rounded to the 2nd decimal. For example:

If Respondent A's price is \$5.00, Respondent B's price is \$6.00, Respondent C's price is \$8.00, and the maximum score for price is 20 points, Respondent A gets 20 points.

Then, for Respondent B, we divide \$5.00 by \$6.00 to get a their Percentage Ratio. ($5/6=83.33\%$), and multiply the Percentage Ratio with the maximum points. ($20 \times 0.8333 = 16.66$) Respondent B's score is 16.66.

Then, for Respondent C, we divide \$5.00 by \$8.00 to get their Percentage Ratio. ($5/8=62.50\%$), and multiply the Percentage Ratio with the maximum points. ($20 \times 0.6250 = 12.50$) Respondent C's score is 12.50.

7.3. Phase 2 - Negotiations

- a. There is no guarantee that any negotiations or request for BAFO will occur. Award may be made based upon the Respondent's initial proposal.
- b. The Procurement Committee establishes the Negotiation Team.

- c. The Aviation Authority reserves the right to negotiate any and all elements of a contract resulting from this solicitation.
- d. The Negotiation Team may request and consider additional proposals from the shortlisted Respondent's pricing and technical alternatives.
- e. The Negotiation Team may prepare a list of questions, which will be discussed with the shortlisted Respondents directly in person, virtually or via electronic communication.
- f. Representatives of the Respondent(s) selected to participate in negotiation(s) shall have written authorization from the company CEO or President that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the BAFO. The provision of such authorization shall be a prerequisite to continuation in the ITN process.
- g. Company negotiators must enter the negotiations prepared to speak on behalf of the company. The Aviation Authority reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiations. The Aviation Authority may elect not to solicit a BAFO from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the negotiation process.
- h. After negotiations have been completed to the satisfaction of the Negotiation Team, or if no negotiations are held following the evaluation, the shortlisted Respondents will be given a deadline for submission of a BAFO. The BAFO will include scope, schedule/deliverables, small business participation, pricing, and terms. The negotiation process will stop upon submission of the BAFO. Shortlisted Respondents will not be allowed to make further adjustments to their offer or communicate further with the Aviation Authority, except to respond to requests from the Negotiations Team.
- i. Negotiations may be conducted with selected Respondents by sequential or concurrent negotiation methods, whichever is considered to be in the best interest of the Aviation Authority. Additional meetings for either method may be necessary for all parties.
- j. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, is exempt pursuant to Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

- k. The Respondent's replies will evolve into a format that best meets the needs of the Aviation Authority and the capabilities of the Respondent. At the final negotiation meeting, a presentation and discussion with the Negotiation Team, facilitated by Procurement Services Staff, may be held with all shortlisted Respondents to clarify any issues and to ensure that every person understands the BAFO request.

7.4. Phase 3 - BAFO Evaluation and Contract Award (Ranked)

- a. The Evaluation Committee will evaluate the BAFO and solicitation responses, taking into account all information gained during the negotiation stage of the selection process herein (as applicable) according to the evaluation criteria and will develop a recommended ranked order of responsible and responsive Shortlisted Respondents. If there is a tie in the BAFO score, the Respondent with the lowest BAFO price will be ranked higher.
- b. The Evaluation Committee's award recommendation of the contract will be made to the Respondent representing the best value to the Aviation Authority. The Aviation Authority shall be the sole judge of its own best interests, the responses, and the resulting Professional Services Agreement.
- c. The Aviation Authority may contract with one or more Respondents whose proposal(s) are considered to be in the best interest of the Aviation Authority.
- d. The Aviation Authority reserves the right to award to the next-ranked Respondent for any and all groups, subgroups, or items in the event of the selected Respondent's default, non-performance, non-compliance or similar issues affecting the Aviation Authority's ability to obtain goods and/or services at any time throughout the contract period.
- e. The Aviation Authority Board makes the final approval of the resulting Contract.

8. PROFESSIONAL SERVICES AGREEMENT SAMPLE

8.1. FORM OF AGREEMENT

THIS AGREEMENT, made and entered into as of _____, 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 Consultant sometimes collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Aviation Authority desires to employ the services of Consultant to provide professional and related services required in connection with at Orlando International Airport and Orlando Executive Airport (the "Airports"); and

WHEREAS, 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 Consultant.

1.0 Scope of Services. Consultant hereby agrees to perform for the 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 addendum to this Agreement signed by both parties; provided, however, the Aviation Authority shall have the right, by written notice to Consultant, to unilaterally reduce the scope of Services to be rendered hereunder.

1.1 Personnel. Consultant agrees to retain the necessary qualified personnel acceptable to the Aviation Authority to perform all Services for Aviation Authority pursuant to this Agreement. Consultant further agrees to promptly remove any personnel from performing Services as the Aviation Authority shall request in writing (which request may be made by the Aviation Authority with or without cause), and to promptly replace such personnel with other of Consultant's personnel of comparable experience reasonably acceptable to the Aviation Authority. Consultant agrees to include a similar provision in its agreements with any and all Subconsultants.

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

1.3 Consultant's Reasonable Efforts and Standards of Performance.

Consultant agrees to use its reasonable efforts to perform and/or to cause Subconsultant to perform all Services in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Aviation Authority, and Consultant agrees to perform and/or cause Subconsultant to perform all Services in accordance with applicable professional standards, and in accordance with the conditions contained in this Agreement.

1.4 Consultant's Liability. Consultant shall be and remain liable in accordance with applicable law for all damages to the Aviation Authority caused by the improper acts or omissions of Consultant or by any Subconsultant 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 Consultant's obligation and duties in performing Services shall apply equally to Subconsultant performing Services.

1.5 Consultant's Obligation to Correct Errors or Omissions. Consultant agrees to be responsible for the quality, technical adequacy, and accuracy, of all Services furnished by Consultant or any Subconsultant, in accordance with its specific obligations hereunder. 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 Consultant or Subconsultant, resulting from improper acts or omissions of Consultant or Subconsultant to the extent determined by a court of competent jurisdiction, not subject to further appeal.

1.6 Consultant's Compliance with Laws and Regulation. 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 Consultant hereunder, or to the wages paid by Consultant to its employees. Consultant shall require all of its Subconsultants to comply with the provisions of this section.

1.7 Consultant Is Not the Aviation Authority's Agent. Consultant is, and at all times shall be deemed to be, an independent contractor 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 Subconsultants, and 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 Subconsultant. Neither Consultant nor any Subconsultant is authorized to act as the Aviation Authority's agent hereunder nor to have the Aviation Authority, express or implied, to act for or bind the Aviation Authority.

2. Compensation.

2.0 Compensation. For the Services rendered by Consultant, compensation to Consultant will not exceed and will be in accordance with the schedule of rates, fees and charges set forth on **Exhibit "B"** attached hereto and incorporated herein.

2.1 Reimbursable Expenses. The annual compensation includes all expenses to be incurred by Consultant as contemplated on the Effective Date of this Agreement. In the event that requirements for extraordinary travel arise then Consultant shall submit a request in writing in advance of the travel date(s) to the

Chief Executive Officer, which request shall be handled in accordance with all applicable laws and section 430.02 of the Aviation Authority's Policies and Procedures Manual ("Travel Policy") as amended from time to time; however, such amount for international travel requires prior express written approval of the Aviation Authority.

2.2 Statements. The Consultant shall submit statements to the 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 the 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.

2.3 Maintenance of Records. 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 Consultant's customary form and scope. Records and invoices for Services shall include all of the information required in order to determine Consultant's Services performed hereunder, and shall identify the Services rendered in a manner reasonably acceptable to the Aviation Authority.

2.4 Records Availability. All of the Consultant's records directly relating to Services shall, upon reasonable notice by the Aviation Authority, be made available to the Aviation Authority or its representative's at all reasonable times, to review, inspect, audit or copy Consultant's records. If any such audit establishes that 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 Consultant to the Aviation Authority with interest thereon, if any, at the prime rate as from time to time published by *The Wall Street Journal* on any overstated amount accrued from forty-five (45) days after the Aviation Authority's notice to Consultant of overstatement.

2.5 Adjustment to Fees. Consultant represents and warrants that all billable fees furnished by Consultant to the Aviation Authority shall be accurate, complete, and current as of the date of this Agreement and as of the date of any addendum hereto.

3. Term and Termination.

3.0 Term. This Agreement shall become effective upon its execution by the Aviation Authority and shall continue in effect for the estimated period of three (3) year year(s) unless terminated earlier as provided for herein or extended by an Amendment hereto executed by both Parties. The Agreement between the Consultant and the Aviation Authority is non-exclusive.

3.1 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.

3.2 Termination without Default. The 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.

3.3 Effect of Termination. For any termination, Consultant shall have no entitlement to recover anticipated profit for Services or other work not performed; provided, however, the Aviation Authority shall pay Consultant for Services performed up to the date of termination, as determined in the discretion of the Aviation Authority.

3.4 Notice of Intent to Terminate. Upon receipt of notice of intent to terminate from the Aviation Authority pursuant to sections 3.1 or 3.2 above, or upon Consultant's giving of notice of intent to terminate pursuant to section 3.1 above, Consultant shall: (1) promptly discontinue all Services affected (unless the Aviation Authority directs otherwise); and (2) deliver or otherwise make available to the Aviation Authority all 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 Consultant or by Subconsultants in performing services under this Agreement, whether completed or in process.

3.5 The Aviation Authority's Right to Complete Terminated Services. Upon termination pursuant to sections 3.1 or 3.2 above, the Aviation Authority may take over the Services and perform the Services to completion by agreement with another party or otherwise. In doing so, the Aviation Authority shall not waive any rights it may have to pursue any and all rights it may have against Consultant arising out of Consultant's performance hereunder.

4. Warranties and Representations of Consultant.

4.0 State Code of Ethics. Consultant represents that it is familiar with the terms and conditions of Section 112.313, Florida Statutes, and Consultant further

represents and warrants unto the Aviation Authority that to the best of its knowledge and good faith belief no director, officer, employee or agent of the Aviation Authority or the City of Orlando, Florida (the "City") has any interest, either directly or indirectly, in the business of Consultant to be conducted under this Agreement or the proceeds thereof. Consultant further represents and warrants to the 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 firm, other than a bona fide employee working solely for Consultant, any fee, commission, 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 firm or person in connection with carrying out this Agreement.

4.1 Public Entity Crimes/Debarment. Consultant represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and Consultant further represents and warrants unto the Aviation Authority that to the best of its knowledge and good faith belief that neither Consultant nor any affiliate of Consultant has ever been convicted of a public entity crime. 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 contractor, supplier, subcontractor, or 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. Further, any entity or individual placed on the Aviation Authority's Debarment List pursuant to the Aviation Authority Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, Response or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Aviation Authority, on behalf of the Aviation Authority, or on the Aviation Authority's property, regardless of whether there is a contractual relationship with the Aviation Authority. The Aviation Authority will disqualify any submission, bid or Response that includes a person or entity on the Debarment List. You may request a copy of the Aviation Authority's Debarment List for your review at the following email: debarmentlist@goaa.org

4.2 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. 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.

4.3 Duty to the Aviation Authority. 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.

4.4 Conflict of interest. This Agreement is subject to provisions of State of Florida Statutes. The Consultant has a continuing obligation to disclose the name of any officer, director, or agent who is also an employee of the Aviation Authority. Further, the Consultant must disclose the name of any Aviation Authority employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Consultant's firm or any of its branches. The Consultant shall comply at all times with the affirmative statement provided with its Response that during the period of this Agreement, the Consultant and its team members are not currently involved with any active agreement with any Aviation Authority's contractors or consultants 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.

4.5 Conflict of Interest After Performance. The Consultant shall be prohibited from actively recruiting or soliciting the Aviation Authority employees during the Consultant's performance of services and for 180 days after the conclusion of services.

4.6 Consultant to Comply. The Consultant shall comply at all times with the certifications, affirmative statements and other representations made by the Consultant in the Response 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 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 the 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 the Aviation Authority either directly or through the 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 the 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 therefor or otherwise, of any sum that may remain due and unpaid by the 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 ("Indemnified Parties") from and against any and all liabilities (including statutory liability and liability under Workers' Compensation laws), losses, suits, claims, demands, judgments, fines, penalties, damages, costs and expenses (including all costs associated with investigation, defense and attorneys' fees ("Damages")) which may be incurred by, charged to, or recovered from Indemnified Parties regardless of where the damage, injury or death occurred, arising directly or indirectly (i) from any goods, services, operations, obligations or responsibilities of Consultant in connection to this Agreement, (ii) as a result of any act, omission or willful misconduct of the Contractor's officers, agents, employees, Subconsultant or persons working at Consultant's direction, licensees or invitees, (iii) out of the Consultant's access, use, or occupancy of airport property, facilities or space, or (iv) Consultant's failure to keep, observe, or perform any of its obligations under this Agreement. This indemnification shall not apply to the extent that any claims, damages, losses, and expenses arise from Aviation Authority's sole, gross negligence or intentional misconduct. Aviation Authority agrees to give the Contractor reasonable notice of any suit or claim for which

indemnification will be sought hereunder, to allow the Contractor 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. In carrying out its obligations under this Indemnification section, Consultant shall use counsel reasonably acceptable to the Aviation Authority. Nothing herein shall be deemed a waiver by Aviation Authority of its sovereign immunity rights under the laws of The State of Florida. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. Insurance.

At its sole expense, the Consultant shall maintain the following insurance during the term of this Agreement, including any extensions or renewals and such insurance will apply to Consultant, its employees, agents, and subconsultant.

7.1 General Liability and Automobile Liability:

7.1.1 Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and contractual liability for Consultant's covenants, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or not less than Five Million Dollars (\$5,000,000) per occurrence, for AOA access; and

7.1.2 Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Aviation Authority property resulting in property damage or bodily injury, including death with a limit of not less than **Three Hundred Thousand Dollars (\$300,000)** combined single limit per accident or not less than Five Million Dollars (\$5,000,000) combined single limit per accident, for AOA access;

7.2 Additional Insured Endorsement. Such above referenced liability insurance shall name 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 members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

7.3 Workers' Compensation and Employer's Liability. The following insurance shall apply to all Consultant's employees who will be engaged on Aviation Authority property in the performances of Services in this Agreement: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than \$100,000 for each accident, \$100,000 for disease each employee and \$500,000 for disease

policy limit. If the Consultant is self-insured, the Consultant shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations.

7.4 Professional Services / Errors & Omissions Liability

Insurance. Insurance covering Consultant for claims, losses and expenses resulting from wrongful acts or omissions committed in the performance of, or failure to perform, all Services under this Agreement with limits not less than \$1000000 per claim.

7.5 Other Insurance Requirements. Consultant agrees to the following as it relates to all above required insurance:

7.5.1 Self-Insured Retention and Deductibles. Consultant's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Consultant's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Consultant pay the deductible prior to its insurer's payment of the claim.

7.5.2 Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.

7.5.3 Insurance shall be carried with an insurance company or companies with a financial stability rating by A.M. Best of B+ VI or better and said policies shall be in a form acceptable to the Aviation Authority.

7.5.4 Any liability insurance maintained by Consultant written on a claims-made form basis will maintain coverage for two (2) years to cover claims made after the Consultant has concluded its services to the Aviation Authority.

7.5.5 All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando. A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of contract or prior to any start of services, whichever comes first, and each renewal thereafter during the term of this Agreement

and its renewal/extension. Consultant acknowledges that any acceptance of Certificate of Insurance by the Aviation Authority does not waive any obligations herein this Agreement.

7.5.6 The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Consultants who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent 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 Contract. Consultants will respond as directed in the introductory letter as well as any further instructions they may receive.

7.5.7 The Consultant shall provide the Aviation Authority immediate written notice of any adverse material change to the Consultant's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Consultant's self-insured retention and any non-renewal or cancellation of required insurance.

7.5.8 If any insurance coverage is canceled or reduced, Consultant shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Consultant fails to obtain or have such insurance reinstated, the Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Consultant, immediately terminate this Contract upon written notice to Consultant.

7.5.9 The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Consultant shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

8. Compliance with Non-Discrimination 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 the 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. General Civil Rights Clause and Title VI Solicitation Notice.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The Aviation Authority in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: • 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); • 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) including amendments thereto; • 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); • 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance); • The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age); • Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex); • The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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, Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on sub-recipients and contractors, whether such programs or activities are Federally funded or not); • Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; • 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 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 subcontractor’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, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Consultant suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: caseinbox@goaa.caseiq.app, or through the online reporting form at <https://goaa.caseiq.app/portal>. The Consultant shall include this reporting requirement in all subcontracts 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 may terminate this Agreement in accordance with Section 3.1. 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 the Aviation Authority and Consultant. The parties hereby agree that process shall be served on Consultant and the 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.

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 the Aviation Authority. The Aviation Authority shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this section, this Agreement shall inure to the benefit of and be binding upon the Aviation Authority and 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 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS): The Consultant shall comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). The Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

18.3 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.

18.4 All information and documents received from the Consultant in response to this solicitation 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.

18.5 If the 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.

18.6 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 Response solicitation period through the completion of the Agreement.

18.7 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 Subconsultants 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 the Aviation Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by the 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 Subconsultants 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 Subconsultants to provide other records the Chief Executive Officer, in his or her sole discretion, deems necessary to enable the Aviation Authority 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 Subconsultants 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.

18.8 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, and Subconsultants 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.

18.9 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, PLEASE USE THE LINK TO CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS:

<https://flymco.com/airport-business/public-records/> ; PHONE NUMBER: (407) 825-2400; 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:

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

18.9.2 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.

18.9.3 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.

18.9.4 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.

18.9.5 If a Consultant does not comply with a public records request, the Aviation Authority shall enforce the contract provisions in accordance with the Agreement.

18.10 Consultant shall maintain a workplace safety program, including, but not limited to any response to hazards, incidents, and emergencies, outdoor operations during inclement weather, and Consultant shall report facility issues to 407-825-4000 or wo@goaa.org by describing the issue, location, and if possible flagging the area to prevent an incident.

18.11 Consultant in addition to its compliance with regulatory requirements and the Aviation Authority's policies and procedures, shall take reasonable precautions to prevent causing or contributing to the damages, injury or loss to: (i) employees and other persons who may be affected in, on or about its operations, personnel, materials and equipment that is in its care, custody and control, including its Subconsultants; and (ii) other property, improvements, and infrastructure at the airport. Consultant shall comply with any safety, engineering, or other requests/recommendations as it relates to its permitted space, storage, or operations in which the protection of the airport property, public, or employees is determined.

18.12 Consultant shall inform its personnel on airport communications as it relates to incidents involving medical episodes, injury, property damage, security issues, maintenance issues, and emergencies. Consultant shall notify the Aviation Authority's emergency response personnel (407-825-2065 or 911), the AAR and immediately when a serious injury occurs during its services/operations at the airport and shall provide written notice of the injury within 48 hours to the Risk Hotline (407-825-2821 or RiskHotline@goaa.org). The notice shall provide a description of the incident, including the location and time of the incident, the names and phone numbers of the people involved and witnesses, if any. The Consultant shall cooperate with any investigation of the incident.

18.13 Consultant shall notify the Aviation Authority's emergency response personnel (407-825-2065 or 911) of any hazardous material incident or discovery.

18.14 Consultant shall designate and provide the Aviation Authority with contact information to coordinate risk management, claims, and/or insurance issues. Consultant will cooperate with the Aviation Authority on any investigation, claim, defense, or dispute, including but not limited to providing records, witness statements, and other reasonably requested information.

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 section 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 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 is 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 Consultant: _____

Attention: _____

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 the Aviation Authority's agent with respect to the Services to be rendered by Consultant hereunder and shall transmit instructions, receive information, and communicate the Aviation Authority's policies and decisions to 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.

[The remainder of this page is intentionally blank.]

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

"AVIATION AUTHORITY"

By: _____

Title: _____

Date: _____

"CONSULTANT"

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the Greater Orlando
Aviation Authority, only.

Name of Law Firm: _____

By: _____

Date: _____

EXHIBIT A - SCOPE OF SERVICES

A. Consultant(s) will provide

Insert Scope of Services Section

B. Additional Services

If during the Agreement period, Additional Services are needed beyond the Scope of Services, the Consultant may, at the option of the Aviation Authority, be engaged to perform these services based on the Hourly Rates provided in the Schedule of Fee's Form submitted with its response. All Additional Services shall be documented by engagement memoranda to be approved by the Aviation Authority by issuing an Amendment to this Agreement.

C. 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.

EXHIBIT B - SCHEDULE OF FEES

9. EVALUATION CRITERIA

During Phase 1 - Evaluation of Responses, Competitive, Respondents will be evaluated using a 0-5 rating scale multiplied by the weighted evaluation criteria. Shortlisting respondents for negotiations will be based on the highest total weighted scores that are determined to be in the competitive range, provided they are determined to be responsive and responsible. $\text{Weighted Score} = \text{Rating} \times \text{Evaluation Criteria Weight}$.

0 Point: Non-Responsive. (Response fails to meet requirements or is missing critical information. Does not address the criteria.)

1 Point: Poor. (Major deficiencies. Response is unclear, incomplete, or demonstrates little understanding of requirements. High risk of failure.)

2 Points: Fair. (Partially meets requirements. Some strengths, but notable gaps, inconsistencies, or weak evidence. Moderate risk.)

3 Points: Good. (Meets requirements. Solid, acceptable response with adequate detail. Minor weaknesses but overall reliable.)

4 Points: Very Good. (Exceeds requirements in several areas. Strong, well-supported response with clear value and minimal risk.)

5 Points: Excellent. (Significantly exceeds requirements. Exceptional, not just good. Comprehensive, innovative, and highly compelling with proven results and negligible risk.)

9.1. Phase 1 - Evaluation of Responses, Competitive Range/Shortlisting (Scored)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Relevant Experience and Qualifications of Respondent Firm and Feedback from References	0-5 Points	30 (30% of Total)
2.	Relevant Experience and Qualifications of Key Personnel	0-5 Points	20 (20% of Total)
3.	Approach, Methodology and SLAs Compliance	0-5 Points	25 (25% of Total)
4.	Respondent's Operational Plan	0-5 Points	15 (15% of Total)
5.	Other Requirements	0-5 Points	5 (5% of Total)

6.	Pricing	0-5 Points	5 (5% of Total)
----	----------------	------------	--------------------

9.2. Phase 2 - Negotiations

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Not scored	N/A	N/A

9.3. Phase 3 - Best and Final Offer (BAFO) Evaluation of Shortlisted Respondents and Contract Award (RANK ORDER)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Best and Final Offer (BAFO) Rank Order of Shortlisted Respondents	N/A	N/A

10. VENDOR QUESTIONNAIRE

Unless otherwise directed, all uploaded files must be in searchable PDF format. While OpenGov allows other file types to be uploaded, the Aviation Authority directs you to upload PDF files, except where a specific file type, such as Excel is required.

Regarding narrative responses: please do not include any links to any material, as those will not be reviewed. Additionally, images shall not be added into narrative fields, as those will not be reviewed.

Only provide relevant information to each question. If response to a certain question is provided under a different question it may not be reviewed, even if it's clearly referenced such as "See response to question x".

10.1. RESPONDENT IDENTIFICATION

10.1.1. Responding Company's Name (including any and all D/B/A's) and Address of Headquarter*

Must match the name shown on the submitted W-9 Form and on the Registration with the State of Florida. <https://dos.fl.gov/sunbiz/search/> Contract/Agreement/Purchase Order will be issued under this name, if awarded.

Maximum response length: 300 characters

*Response required

10.1.2. Is the Duly Authorized Signatory (person who is duly authorized to contractually bind the Respondent) of the Respondent also the Primary Contact for this solicitation and the contract to whom all formal correspondence will be directed?*

The Duly Authorized Signatory must be listed on Sunbiz as an Officer, or, a written delegation of authority from a listed Officer will be required to execute any resulting contract. <https://dos.fl.gov/sunbiz/search/>

☐ Yes

☐ No

*Response required

When equals "Yes"

10.1.3. Primary Contact and Duly Authorized Signatory's and formal contract correspondence recipient's Name, Title, Email and Phone Number*

Maximum response length: 300 characters

*Response required

When equals "Yes"

10.1.4. Secondary Contact's Name, Title, Email and Direct Phone Number*
Maximum response length: 500 characters

*Response required

When equals "No"

10.1.5. Duly Authorized Signatory's and formal contract correspondence
recipient's Name, Title, Email and Phone Number.*
Maximum response length: 300 characters

*Response required

When equals "No"

10.1.6. Primary Contact's Name, Title, Email and Direct Phone Number*
Maximum response length: 300 characters

*Response required

When equals "No"

10.1.7. Secondary Contact's Name, Title, Email and Direct Phone Number*
Maximum response length: 300 characters

*Response required

10.1.8. Is the duly authorized signatory the lead Negotiator?*

☐ Yes

☐ No

*Response required

When equals "No"

10.1.9. Lead Negotiator's Name, Title, Email Address, and Phone #*
Maximum response length: 300 characters

*Response required

When equals "No"

10.1.10. Delegation of Authority Letter*

A written delegation of authority letter by an Officer listed on Sunbiz is required for
the lead Negotiator. <https://dos.fl.gov/sunbiz/search/>

*Response required

10.1.11. Did the Respondent use Artificial Intelligence (AI) to generate any portion
of their response to this solicitation?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.1.12. Certification regarding usage of Artificial Intelligence*

By selecting confirm, I certify that any Artificial Intelligence (AI) generated response(s) have been reviewed and verified for accuracy and truthfulness. Additionally, I certify that any intellectual property, trademarked, and copyrighted material contained in the response(s) are used with the owner's permission.

☐ Please confirm

*Response required

10.1.13. Respondent's current, signed W-9 Form*

Name on the uploaded W-9 Form must exactly match the Respondent's name above.

*Response required

10.2. MINIMUM REQUIREMENTS

10.2.1. Registration with the State of Florida*

Upload Respondent's current registration with the State of Florida (Sunbiz)

<https://dos.fl.gov/sunbiz/search/>

*Response required

10.2.2. Verification of Employment Status / E-Verify*

By selecting "Confirm", I hereby acknowledge and agree that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the resulting contract with the Greater Orlando Aviation Authority.

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use the Employment Eligibility Verification System (E-Verify) to verify the work authorization status of all newly hired employees. The E-Verify system can be obtained at the U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration (also referred to as Respondent or Contractor).

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration (also referred to as Sub- Vendor or Sub-Contractor).

Vendor/Contractor/Subcontractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- All persons employed by Vendor/Contractor/Sub-Contractor during the term of the contract, (including assigned sub-vendors/sub-contractors/sub-contractors), to perform employment duties within Florida and any work in pursuant to the contract with the Aviation Authority.

By entering into a contract with the Aviation Authority, the Contractor/Contractor becomes obligated to comply with the provisions of Section 2. Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of resulting contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court of Orange County, Florida no later than 20 calendar days after the date of termination. If the resulting contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

☐ Please confirm

*Response required

10.2.3. Drug-Free Workplace Certification*

By selecting "Confirm", I certify, that if awarded, Respondent shall maintain a drug-free workplace in accordance with the Florida Drug-free Workplace Act during the duration of the contract. No employee shall be hired by a Consultant for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Consultant must be subject to drug testing by the Consultant upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Consultant Copies shall be provided to the Aviation Authority, if requested.

☐ Please confirm

*Response required

10.2.4. Certification Regarding Prohibition Against Contracting with Scrutinized Companies*

By selecting "Confirm", I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a Contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the Aviation Authority may immediately terminate any Contract resulting from this Solicitation upon written notice if the undersigned entity (or any of those related entities of Respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any Contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

☐ Please confirm

*Response required

10.2.5. Discriminatory Vendor List Certification*

By selecting "Confirm", I hereby certify that the Respondent, and any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have not been placed on the Discriminatory Vendor List by the Department of Management Services. (287.134(3)(d), Fla. Stat.)

☐ Please confirm

*Response required

10.2.6. Conflict of Interest Form*

The award hereunder is subject to provisions of State of Florida Statutes. Respondent must disclose the name of any officer, director, or agent who is also an employee of the Aviation Authority. Further, Respondent must disclose the name of any Aviation Authority employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Respondent's firm or any of its branches.

Please download the below document, complete, and upload.

- [Solicitation - Respondent C...](#)

*Response required

10.2.7. Public Entity Crimes Certification*

By selecting "Confirm", I hereby certify that the Proposer, and/or any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations have not been convicted of any public entity crimes nor have they been placed on the Convicted Vendor List by the Department of Management Services.

☐ Please confirm

*Response required

10.2.8. Registration for Performance Management System*

By selecting "confirm", you acknowledge that you will create and maintain a profile on Procurated/Canary for the duration of the Professional Services Agreement.

☐ Please confirm

*Response required

10.2.9. Prohibition of Covered Unmanned Aircraft Systems (UAS)*

By selection "Confirm", the Respondent certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

The Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

☐ Please confirm

*Response required

10.2.10. Acknowledgement of Addenda*

By selecting "Confirm" I hereby acknowledge that I have reviewed revisions and all answers to questions published and any addenda up until the solicitation closing date/time and have given consideration to all information in preparing the response to this solicitation.

☐ Please confirm

*Response required

10.2.11. Respondent's Certification*

Please download the below document, complete, and upload.

- [Solicitation - Respondent C...](#)

*Response required

10.2.12. Minimum Experience*

Explain how the Respondent meets the Minimum Experience requirement described in Section 5: Minimum Requirements.

Describe Respondent's number of years providing lobbying services

Maximum response length: 5000 characters

*Response required

10.2.13. References*

Download the below document, send to your 3 References to complete, and upload one file for each Reference.

- [GOAA Procurement Reference ...](#)

*Response required

10.3. RELEVANT EXPERIENCE, QUALIFICATIONS OF THE RESPONDENT (FIRM) AND FEEDBACK FROM REFERENCES

10.3.1. Describe the Respondent's (Firm's) experience in providing lobbyist services in the State of Florida. Include experience representing political subdivisions, including airports, if any.*

Maximum response length: 5000 characters

*Response required

10.4. RELEVANT EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL

10.4.1. Introduce Key Personnel and describe their proposed role on this contract.*

Describe the relevant subject matter expertise of each Key Personnel

Maximum response length: 10000 characters

*Response required

10.4.2. Upload Resumes of Key Personnel *

*Response required

10.5. APPROACH, METHODOLOGY AND SLAs COMPLIANCE

10.5.1. SLAs - Legislative Monitoring & Reporting*

Explain your approach to meeting the requirements of Subsection 4.1 Legislative Monitoring & Reporting.

*Response required

10.5.2. SLAs - Advocacy and Representation*

Explain your approach to meeting the requirements of Subsection 4.2 Advocacy and Representation.

*Response required

10.5.3. SLAs - Responsiveness*

Explain your approach to meeting the requirements of Subsection 4.3 Responsiveness.

*Response required

10.5.4. SLAs - Required Deliverables*

Explain your approach to meeting the requirements of Subsection 4.4 Required Deliverables.

*Response required

10.5.5. Provide information demonstrating the ability to secure capital for this contract.*

Services are paid after completion of services with proper invoice in accordance with the contract terms. Advance payments are not allowed.

Maximum response length: 5000 characters

*Response required

10.6. RESPONDENT'S OPERATIONAL PLAN

10.6.1. Describe your approach to providing the services.*

Include results achieved for similar clients

Explain your proposed strategies/ methodologies for achieving various types of legislative or governmental-relations objectives

Describe any known conflicts of interest and explain the procedures used to identify and manage conflicts (i.e., representing clients with interests adverse to the airport and representing airport vendors/contractors)

*Response required

10.7. OTHER REQUIREMENTS

10.7.1. Standard Terms and Conditions*

If the Respondent desires to provide a red-lined version of the Professional Service Agreement, Respondent may do that here, by downloading the Word document, TRACK CHANGES, and upload.

The recommended changes may or may not be accepted by the Aviation Authority.

- [PROFESSIONAL SERVICES AGREE...](#)

*Response required

10.7.2. Is the Respondent a Joint Venture?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.7.3. Provide Joint Venture Agreement*

*Response required

When equals "No"

10.7.4. Provide the type of Organization. (LLC, Sole Proprietor, Co., etc...), year and State of incorporation.*

Maximum response length: 100 characters

*Response required

When equals "Yes"

10.7.5. If the Joint Venture or partnership is newly formed, the requested information, documentation, etc. listed shall be submitted from each entity of the proposed joint venture or partnership.*

☐ Please confirm

*Response required

10.7.6. Proof of Insurability*

You may upload your Certificate of Insurance (COI), an insurance quote for the required coverage, or a statement from regarding the Respondent ability to obtain insurance with the required coverage issued by a company currently authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+ and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating for the required insurance(s) listed in Section 9: Aviation Authority's Standard Terms and Conditions.

*Response required

10.7.7. Claims Information*

Disclose all lawsuits, arbitrations and claims filed or raised by or against the Respondent 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 and litigation, case style, number, and jurisdiction.

Maximum response length: 10000 characters

*Response required

10.7.8. Prior or pending ethics violations, campaign finance violations, convictions, indictments, investigations, and regulatory investigations*

The Respondent shall provide a description of all ethics violations, campaign finance violations, convictions, indictments, investigations, and regulatory investigations, either civil or criminal, that relate to the services listed in the Scope of Work / Specifications Section in which Respondent 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 Respondent's response to this Solicitation. Or provide an affirmative statement that there are none.

Maximum response length: 10000 characters

*Response required

10.7.9. Does the Respondent contend that any portion of its bid, proposal, response, or submission contains confidential or exempt information, including trade secret information?*

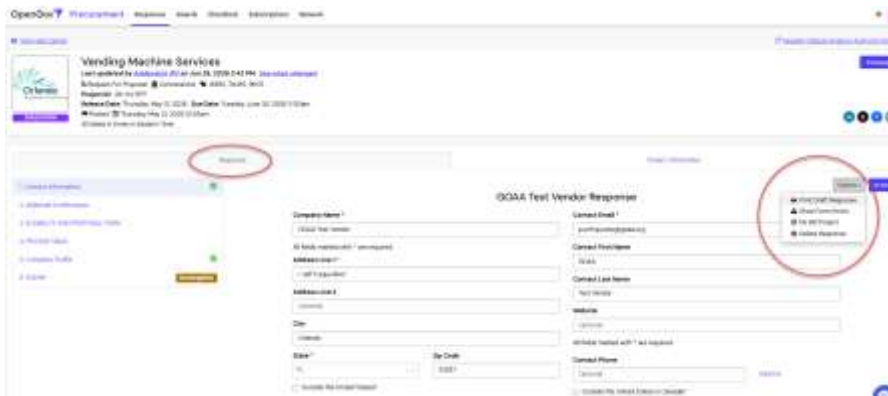
- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

10.7.10. Upload one complete, unredacted copy clearly identifying and conspicuously labeling all information claimed to be confidential or exempt.*
To generate a PDF of your response:

1. Select the "Response" tab
2. Click the "Options" drop-down, then select "Print Draft Response".
3. Print to Adobe PDF



*Response required

When equals "Yes"

10.7.11. Upload one redacted copy of the identical submission suitable for public records production.*

*Response required

When equals "Yes"

10.7.12. Provide the statutory basis for exemption here.*
Cite the specific legal authority supporting the exemption.

Maximum response length: 5000 characters

*Response required

11. PRICE TABLE(S)

ANNUAL RETAINER AMOUNT - BASE CONTRACT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual Rate - Year 1	1	Year		
2	Annual Rate - Year 2	1	Year		
3	Annual Rate - Year 3	1	Year		
TOTAL					

ANNUAL RETAINER AMOUNT - OPTIONAL EXTENSION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Annual Rate - Year 4	1	Year		
5	Annual Rate - Year 5	1	Year		
TOTAL					