



**REQUEST FOR STATEMENT OF
QUALIFICATIONS**

26-844-RFSQ

**PROFESSIONAL DESIGN AND
ENGINEERING SERVICES FOR THE
AIRSIDE 2 WING EXPANSION PROGRAM
(W-00650)**

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- A - PSA BASE FED-NONFED NO TERM MAY 2026 (AIRSIDE 2)
- B - MCO_AS2-WINGPDD_FINAL_PDD_2026-0614(COMBINED)

1. INTRODUCTION

1.1. Overview

The Aviation Authority is seeking to engage a qualified professional firm experienced in Architectural and Engineering services (A/E Firm) for the design, bid, construction administration and related professional services for the delivery of the Airside 2 Wing Expansion Program.

The Aviation Authority is seeking a national leader with extensive experience and technical expertise in delivering complex, large scale terminal expansions and comparable aviation capital programs at medium to large hub airports to lead the design delivery of the Airside 2 Wing Expansion, within the approved schedules and budgets, at the quality expected of a world-class airport facility.

The selected A/E Firm shall act as the designer of record and will be responsible for the overall management, coordination and delivery of all design services of the program. The Services include, but are not limited to:

- Further refine, validate and advance the Program Definition Document (PDD) towards the development of future Basis of Design (BOD) document
- Architectural and Engineering design (all disciplines – all program phases)
- Phasing, constructability and operational continuity (planning level- Concept of operations).
- Cost estimating
- Preparation of bid documents and support during procurement.
- Construction administration service
- Coordination with regulatory agencies, airlines, other AHJ's and stakeholders

1.2. Program Description

The Aviation Authority intends to deliver an aircraft gate expansion at Orlando International Airport (MCO) through the construction of Airside 2 Wing 8, related enabling work, and associated apron and airfield improvements. The Program will provide up to nine additional Narrowbody Equivalent Gates (NBEGs) and relocate two existing gates to support near- and mid-term airline demand while maintaining operational continuity within the existing Airside 2. Refer to Attachment B Airside 2 Wing Program Definition Document (PDD) for expanded program description.

1.2.1 Airside and Apron Improvements

The Program includes planning and implementation of airfield and apron infrastructure necessary to support the expanded Airside 2 Wing, including:

- Aircraft apron reconstruction adjacent to Airside 2 to accommodate new contact gates
- Aircraft parking positions configured to support MARS (Multiple Aircraft Ramp System) operations
- Taxiway, taxilane, and aircraft movement geometry modifications required to maintain FAA-compliant operations
- Apron pavement, markings, lighting, and drainage improvements
- Construction of replacement hardstand/Remain Overnight (RON) aircraft parking positions between Airsides 2 and 4
- Aircraft hydrant fueling systems at Wing 8 apron and hardstands
- Vehicle Service Road (VSR) modifications to support aircraft servicing and emergency access
- Ground service equipment (GSE) storage and charging areas between Airsides 2 and 4
- Relocation of GSE and aircraft support facilities, including vehicle fueling, triturators, trash compactors, and the Delta GSE Maintenance Building
- Coordination with FAA operational requirements, airspace considerations, and air traffic control tower line-of-sight constraints
- Passenger Boarding Bridges (PBBs)
- Aircraft Preconditioned Air (PCA)
- Aircraft Ground Power (400hz Units)

1.2.2 Airside 2 Wing Expansion

The Program includes the design and construction of a new Airside 2 Wing 8 extending from the northeast side of the existing Airside 2 hub located in the North Terminal Complex. Major airside components is inclusive of but not exclusive of:

- Passenger Boarding and Holdroom Facilities
 - Holdrooms sized and configured to meet GOAA-prescribed Levels of Service (LOS) and airline operational requirements

- Gate podiums, boarding queue, biometric boarding infrastructure, and passenger circulation space
- Accommodation of both narrowbody and widebody aircraft operations through flexible planning parameters
- Concessions, Retail, and Passenger Amenities
 - New airside concessions and concessions support shell space and infrastructure necessary for concessions tenant improvement projects including food and beverage and retail opportunities
 - Renovation or reconfiguration of existing hub concessions as required to improve circulation to Wing 8
 - Passenger amenities such as restrooms, family restrooms, adult changing rooms, sensory rooms, serenity room, and children's play area
- Airline and Operational Support Spaces
 - Airline operational support areas, including airside-related back-of-house functions, crew spaces, and storage
 - Airline club/lounge facility, including vertical circulation, optional terrace, and support spaces
 - GOAA operational, maintenance, and storage spaces supporting expanded airside operations

1.2.3 Building Systems and Utilities

The Program includes expansion and integration of building systems required to support the new facilities, including but not limited to:

- Mechanical, electrical, plumbing, and fire protection systems
- Central Energy Plant extensions or required upgrades
- Electrical power, standby power, and emergency generation
- Potable water, sanitary sewer, and stormwater
- Information technology and low-voltage systems, including:
 - Premises Distribution System and structured cabling
 - Wireless, common-use, airline, and distributed antenna systems
 - Visual Docking Guidance System (VDGS)

- Security systems, CCTV, access control, and life safety systems

1.2.4 Modular Construction and Structural Integration

Modular construction is identified as a preferred construction strategy to accelerate delivery and reduce operational impacts. The Program scope includes:

- Structural analysis of modular versus conventional construction approaches
- Accommodation of construction tolerances, transport constraints, and erection sequencing
- Evaluation of intermediate structural elements necessary to support module stability during fabrication, transport, and installation

1.2.5 Phasing, Logistics and Implementation

The Program includes development of construction phasing and logistics strategies to:

- Facilitate construction of remote modular components with nearby contractor field office facilities, parking, and laydown/staging areas
- Maintain uninterrupted airline and passenger operations at Airside 2 during construction
- Minimize impacts to airfield, terminal, and landside functions
- Coordinate enabling work, temporary facilities, access routes, and safety requirements
- Support GOAA Capital Improvement Program (CIP) timing and funding constraints

1.2.6 Optional Other Related Programs / Projects

At the sole discretion of the Aviation Authority, the scope of services for this contract may also include other related programs and projects, such as Terminal A and B modifications that may be necessary including passenger circulation and / or security checkpoint improvements. There is no guarantee that other related programs and projects will be awarded to this Consultant.

1.3. Timeline

Release Project Date:	June 22, 2026
Pre-Submittal Conference (Non-Mandatory):	<p>June 29, 2026, 9:30am</p> <p>SAC Conference Room Alpha, Greater Orlando Aviation Authority, Orlando International Airport, 11344 Terminal C Service Road Orlando, FL 32824</p> <p>Join: https://teams.microsoft.com/meet/293225605147381?p=qM9yALIAEF0STz5B0e Meeting ID: 293 225 605 147 381 Passcode: 8MP7YZ69</p> <p>Please RSVP to Kendrick Dandridge, Manager, Procurement Capital Projects, kendrick.dandridge@goaa.org for the Site Visit by Wednesday, June 24. Please limit Site Visit attendance to one representative per firm.</p>
Question Submission Deadline:	July 6, 2026, 12:00pm
Response Submission Deadline:	<p>July 22, 2026, 12:00pm</p> <p>Join: https://teams.microsoft.com/meet/210155584468067?p=fqpmc579JkvJ3LD4rZ Meeting ID: 210 155 584 468 067 Passcode: nz2eU2o4</p>
Tentative Selection Committee Date:	August 11, 2026
Tentative Selection Committee Date for Interviews:	August 25, 2026
Tentative Aviation Authority Board Approval Date:	September 16, 2026

1.4. Procurement Services Point of Contact

When the Questions and Answers function is not available, please contact Kendrick Dandridge, Manager, Procurement (Capital Programs), via email at kendrick.dandridge@goaa.org.

2. GENERAL INFORMATION FOR THE SOLICITATION PROCESS

2.1. Nondiscrimination 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 social, political, or ideological interests when determining if the Respondent is responsible.

2.2. Consultant's Competitive Negotiations Act (CCNA)

This solicitation is conducted in full compliance with Section 287.055, Florida Statutes, also known as the Consultant's Competitive Negotiations Act (CCNA).

2.3. 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 RFSQ including a commitment to execute the Contract 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 RFSQ.
- d. The Aviation Authority reserves the right to reject responses containing any additional terms or conditions not specifically requested in the original special conditions and/or the terms and conditions.
- e. The Aviation Authority reserves the right to cancel an award to a Respondent for any reason via written notice.

- f. 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; or to reject any and all responses. Respondents are cautioned to make no assumptions unless their Response has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this solicitation shall be made in accordance with the applicable policies of the Aviation Authority.
- g. The Aviation Authority reserves the right to reject any and all Solicitation, and to re-advertise or elect not to proceed with the services for any reason.
- 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.
- j. The terms Proposer and Respondent are used interchangeably throughout this Solicitation. The terms Proposal, Response, and Statement of Qualifications are used interchangeably throughout this Solicitation.
- k. Labeling information as "proprietary" or "confidential" or any other designation of restricted use shall not protect information from release if required or deemed appropriate by the Aviation Authority under applicable policies, open meeting laws, or public records laws, see Chapters 119 and 286, Florida Statutes. All materials or documents submitted in response to this Solicitation will become the property of the Aviation Authority. By submitting a Response, Respondents specifically waive all claims against the Aviation Authority related to the disclosure of public records.

2.4. Solicitation Information / Instructions To Respondents

- a. Sealed electronic responses will be received for this RFSQ 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, Respondents will be locked and digitally encrypted until the submission deadline passes.

- b. All Responses must be received by the Aviation Authority as noted in the Timeline. All Responses timely received will be listed with the name of the Respondent during the Virtual Opening. The e-Procurement Platform will not allow for late submittals.
- c. The time/date stamp clock located in the electronic submittal Platform shall serve as the official authority to determine lateness of any response.
- d. 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.
- e. Responses submitted by hard copy, e-mail, or fax shall not be accepted. Responses submitted outside of the designated electronic submission Platform shall be rejected as non-responsive regardless of where and when they were received.
- f. Respondents shall not be allowed to modify their responses after the opening time and date.
- g. Respondents shall submit one Response only. Prime Respondents who also participate in other responses as subcontractors will not be considered.
- h. Each Respondent shall complete the Vendor Questionnaire. Please respond to each item individually, as applicable.
- i. Unless otherwise directed, all uploaded files must be in PDF format. Do not upload zip files.
- j. Once the deadline for receipt of Responses has occurred, no Response may be altered without written approval from the Aviation Authority.
- k. Regarding narrative responses: 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.

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

- a. Respondents shall submit all inquiries regarding this Solicitation via the e-Procurement Platform, located at <https://procurement.opengov.com/portal/goaa>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Aviation Authority e-Procurement Platform. In the event of the OpenGov Q&A is not functional, please contact the Procurement Point of Contact specified in Section 1.

- b. 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. Questions will be answered through the e-Procurement Platform.
- d. 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
- e. 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 9: Vendor Questionnaire.
- f. 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 Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.
- g. 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. Pre-Submittal Meeting

- a. A virtual and in-person Pre-Submittal Meeting will be held for this solicitation.
- b. The date, time, location and Teams Link to the meeting can be find under Section 1: Introduction
- c. The purpose of any Pre-Submittal Meeting is to review and discuss the solicitation (and any addenda) as published.
- d. Attendance is non-mandatory, but highly encouraged.
- e. Attendees are expected to be familiar with the Solicitation Document.

2.7. Communications; Questions Regarding Specifications or Solicitation Process

- a. Any official communication from a Respondent during the Solicitation process should be submitted to the Aviation Authority via the e-Procurement Platform, <https://procurement.opengov.com/portal/goaa>. A copy of the Administration Policies (Sections 180.01 and 180.03) are available on the Aviation Authority website. In the event of the OpenGov Q&A is not functional, please contact the Procurement Point of Contact specified in Section 1.
- b. In accordance with the above-referenced 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.
- c. All firms are hereby placed on notice that the Aviation Authority Board and staff shall not be contacted about this RFSQ. 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 Small Business Development Department). 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 evaluation of the RFSQ. Any official communication from a Respondent during the solicitation process should be submitted via the e-Procurement Platform as directed during the RFSQ process. Failure to adhere to these requirements may result in Board action to disqualify your firm from consideration of award.
- d. Requests for interpretation, clarification or correction of RFSQ documents, forms or other material in the RFSQ should be made in writing via the e-Procurement Platform during the Question-and-Answer period. Questions or issues raised at the Pre-Solicitation Conference or during the Question-and-Answer period, which, in the Aviation Authority's discretion, necessitate changes to the RFSQ documents, will be the subject of an addendum to this RFSQ 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 response(s) or addendum.

2.8. Public Meetings/Public Records

- a. Please be aware that all meetings of the Aviation Authority's Board are duly noticed public meetings and all documents submitted to the Aviation Authority as a part of or in connection with a Solicitation may constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein.
- b. Public meetings are posted on the Aviation Authority's website: <https://flymco.com/airport-business/sunshine-meetings/>. Attendance by all interested Parties is encouraged.

2.9. Code of Ethics and Business Conduct Policy

- a. 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 Contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy (101.02) is available on the Aviation Authority's website: <https://flymco.com/airport-business/policies/>

3. AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

3.1. Appeal

Any Respondent who is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to appeal such specifications, decision, or intended decision shall file an appeal within five (5) business days of the date of any decision or intended decision of the Procurement Committee and in compliance with the Aviation Authority's Policy 110.04, Appeal Process. Failure to file an appeal in accordance with the Aviation Authority's Policy 110.04, shall constitute a waiver of the appeal process.

The intent to award to a Respondent, if any, will be posted on the Aviation Authority's e-procurement platform website, and will remain posted for a period of five business days: excluding weekends, federal holidays, and Aviation Authority's holidays. Failure to file an appeal in accordance with the above stated policy shall constitute a waiver of the appeal process.

3.2. Aviation Authority reservation of rights

The Aviation Authority may reject any and all Responses or waive any minor irregularity or technicality in Responses received. Consultants are cautioned to make no assumptions unless their Response has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this Response shall conform to applicable policies of the Aviation Authority. The Aviation Authority reserves the right to cancel an awarded Response for any reason via written notice.

3.3. Applicable Laws and Regulations

- a. The Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- b. Consultant shall comply with all health and sanitary regulations adopted by all applicable governing bodies.
- c. Consultant shall comply with Federal and State right-to-know laws if hazardous materials are used. Consultant shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Consultant shall also be responsible for the cleanup and any costs incurred for all such incidents.
- d. During the performance of this Professional Services Agreement, Consultant shall keep current and, if requested by the Aviation Authority, provide copies of any

and all licenses, registrations or permits required by applicable governing agencies.

3.4. Prohibition of Covered Unmanned Aircraft Systems (UAS)

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 Consultant 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.

3.5. Safety and Protection

- a. The Consultant shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Consultant shall take all necessary precautions for safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.
- b. **SAFETY:** 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.
- c. **PROTECTION OF PERSONS AND PROPERTY:** 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 Subcontractors; 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.

- d. **INCIDENT REPORTING:** 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.
- e. **HAZARDOUS MATERIALS:** Consultant shall notify the Aviation Authority's emergency response personnel (407-825-2065 or 911) of any hazardous material incident or discovery.
- f. **COORDINATION OF CLAIMS/DISPUTES:** 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.

3.6. Airport Security

The Consultant will be required to comply with all applicable regulations of the TSA and of the Aviation Authority relating to Airport security, including those relating to access to the AOA of Orlando International Airport, as such regulations may be in effect or changed from time to time.

3.7. Airport Operations Area

- a. The Consultants personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Vice President of Security. Consultant's personnel are required to successfully complete SIDA Training and demonstrate proficiency in all Airport Operations Instructions (AOI's) regarding secured access to airfield and aircraft ramp and apron areas. No escorts of any type will be provided.
- b. Airport Security: Consultant's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), and any other governmental agency security directives, rules, and regulations. The FAA and the TSA may assess fines and penalties for Contractor's noncompliance with the provisions of Title 49 Code of Federal Regulations (CFR),

Parts 1540 and 1542, as amended from time to time, or by other agencies for noncompliance with laws or regulations applicable to Contractor's operations. Within ten (10) days of notification in writing, Consultant shall reimburse the Aviation Authority for any paid fines or penalties assessed against the Aviation Authority because of Consultant's noncompliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

- c. The Consultant acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to the Aviation Authority.

3.8. Verification of Employment Status

- a. Prior to the employment of any person under this Professional Services Agreement, the Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the Professional Services Agreement term, and an express requirement that Consultants include in such subcontracts the requirement that Sub-Consultants performing work or providing services pursuant to the Aviation Authority. Consultants will utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Sub-Consultant during the Professional Services Agreement term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

- b. **Only those employees determined eligible to work within the United States shall be employed under this Professional Services Agreement.**
- c. By submission of a Response to this Solicitation, the Consultant affirms that all employees in the above categories shall undergo e-verification before placement on this Professional Services Agreement. The Consultant shall commit to comply with this requirement.

3.9. Identification and Access Requirements

- a. In addition to the security and badging requirements set forth in the specifications, the Consultant is required to conduct an employee background check, or require its Sub-Consultants to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this

Professional Services Agreement, if such person is an employee of Consultant or an employee of a Sub-Consultant for whom Consultant is required to sign the Aviation Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Aviation Authority. Each background check shall be performed to the following minimum requirements:

- b. Each employee must provide a ten (10) year work history.
- c. Consultant must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by Consultant through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).
- d. Consultant must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.
- e. Consultant shall not present any Contractor Responsible Employee to the Aviation Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.
- f. The Aviation Authority will issue, for a non-reimbursable fee, as stated below to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Professional Services Agreement, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with Aviation Authority's guidelines.
- g. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Aviation Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class

(approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Aviation Authority.

- h. The Consultant shall maintain, and shall require its Subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Consultant and, when requested, shall provide such information to Aviation Authority, TSA, or such other entity as deemed appropriate by the Aviation Authority. The Consultant further agrees to perform, or require its Sub-Consultants to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.
- i. Fees Associated with Identification Badges and Keys The Consultant shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance identification badges and keys. The Aviation Authority shall determine the term of each badge at the time of issuance. **Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.**
- j. Consultant must maintain all information described above for a period of four (4) years following expiration of this Professional Services Agreement. Such information is subject to audit by the Aviation Authority and must be sufficient in scope and detail to permit verification of compliance by Aviation Authority audit. Actual damages to the Aviation Authority resulting from a breach by Consultant of its obligations hereunder will be difficult or impossible to determine. As a result, Aviation Authority shall be entitled to recover liquidated damages of \$250.00 for every Contractor Responsible Employee presented to the Aviation Authority for access control badging (a) for whom the above background check has not been completely and accurately performed, or (b) who should not have been presented per the above guidelines. The amount payable hereunder by Consultant is not a penalty, is in addition to any access control badging application fee paid by the employee and is payable whether or not such employee is issued an access control badge by the Aviation Authority.

- k. Consultant must co-sign with the Sub-Consultant all badge applications for any employee of a temporary employment agency engaged as a Sub-Consultant to provide personnel to Consultant on this Professional Services Agreement. All employees provided by temporary employment agencies for this Professional Services Agreement shall be Contractor Responsible Employees. Before submitting a badge application for an employee provided on this Professional Services Agreement by a temporary employment agency, Consultant or the temporary employment agency must submit to the Aviation Authority's Authorized Representative (AAR) for prior approval of such employee, a Professional Services Agreement between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Professional Services Agreement for the remaining duration of the Professional Services Agreement or the duration of the Consultant's need for such position.

3.10. U.S. Customs and Border Protection (CBP) Badge Seal

- a. The U.S. Customs and Border Protection required badge for the purposes of performing duties under the Professional Services Agreement is a hologram badge. The Consultant will comply with all U.S. Customs Service requirements in order to obtain and maintain a hologram to be affixed on the Aviation Authority badge. Currently a bond must be posted with U.S. Customs and Border Protection before any holograms are issued. Contractor should verify bond cost with U.S. Customs and Border Protection. The bond amount could change if the Consultant commits U.S. Customs and Border Protection violations or if the U.S. Customs and Border Protection changes its rules or procedures.
- b. Post a continuous CF 301 Bond (Type 1 or 2) or an Airport Security Bond. The bond is obtained from an authorized surety company as referenced in 19CFR113.37. The face value of the bond depends upon how many employees will require access to the Customs security areas.
 1. Less than 15: \$25,000.00
 2. Between 15 - 25: \$50,000.00
 3. More than 25: \$100,000.00
- c. The CF 301 Bond can be designated as an import/broker bond, warehouse bond, international carrier bond, or a non-specific Airport Security Bond.

- d. The Consultant must have a sufficient number of management staff as well as regular staff, (as permitted by local U.S. Customs and Border Patrol officials) badged with Federal Inspection Station (FIS) (US Customs and Border Patrol) credentials, to ensure adequate staff on all shifts are capable of responding to FIS calls without escort.

3.11. 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))

3.12. Whistle Blower Reporting Line

The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Aviation Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, Consultants, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Aviation Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Professional Services Agreement, including any work of its Sub-Consultant or laborers, it shall promptly report such activity at 877-370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form: <https://www.integritycounts.ca> 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.

3.13. 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).

3.14. Federal Fair Labor Standards Act

All Contracts and subcontracts that result from this Contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

3.15. Occupational Safety And Health Act of 1970

All Contracts and Sub-Contracts 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. Contractor (also known as 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.

3.16. Incurred Cost

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

3.17. 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.

3.18. Assignment

Neither this Professional Services Agreement nor any of the Consultant's rights or obligations hereunder may be assigned by the Consultant without the Aviation Authority's prior written consent, which consent may be granted or withheld in the Aviation Authority's sole discretion. Any transfer of this Professional Services Agreement by merger, consolidation or liquidation, change in federal identification number or, any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Consultant shall constitute an assignment of this Professional Services Agreement for purposes of this Section. In the event the Consultant assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Professional Services Agreement without the Aviation Authority's prior written consent, the Aviation Authority shall be entitled to terminate this Professional Services Agreement. Assignments require at least 60 days prior notice.

3.19. Patents and Royalties

The Consultant, without exception shall indemnify and save harmless the Aviation Authority and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Professional Services Agreement, including its use by the Aviation Authority. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Response prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

3.20. Software License to Contractor/Consultant

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Consultant hereby grants to the Aviation Authority, a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Consultant, and is licensed and provided to the Aviation Authority for its sole use for purposes under this Professional Services Agreement and any attached work orders or invoices. The Aviation Authority may not use or share this

software without permission of the Consultant; however the Aviation Authority may make copies of the software expressly for backup purposes.

3.21. Warranty Against Infringement of Intellectual Property

Consultant warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Consultant will defend at its expense any action against the Aviation Authority or the Aviation Authority as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Consultant will pay any and all costs and damages finally awarded against the Aviation Authority or the Aviation Authority as licensee in such actions which is attributable to such claim. Should the products or services become, or in Consultants opinion be likely to become, the subject of any claim of infringement, Consultant shall either: (a) procure for the Aviation Authority the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect the Aviation Authority's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Aviation Authority; or (d) if none of the foregoing alternatives is reasonably available to Consultant, terminate this agreement and refund to the Aviation Authority the payments actually made to Consultant under this Professional Services Agreement.

3.22. Ownership of Work Product

Consultant agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Consultant for the Aviation Authority pursuant the contract, including all such developments as are originated or conceived during the term of the Professional Services Agreement and that are completed or reduced to writing thereafter (the "Work Product") and Consultant acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the Aviation Authority. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Consultant hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to the Aviation Authority, all rights, title and ownership interests, including copyright, which Contractor may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Aviation Authority shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Consultant for itself and on behalf of its Consultants hereby waives any property interest in such Work Product.

3.23. Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI)

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

Agreement. The provisions of this Section shall survive the expiration or earlier termination of the Professional Services Agreement.

3.24. Conflict of Interest

Refer to the Conflict of Interest Form in the Vendor Questionnaire for a list of firms that are prohibiting from submitting a response to this solicitation and prohibited from being included as a team member for this solicitation.

The award hereunder is subject to provisions of State of Florida Statutes. All Respondents must disclose on the Conflict of Interest Form included with their Response the name of any officer, director, or agent who is also an employee of the Aviation Authority. Further, all Respondents 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 and disclose whether it or its proposed team members have participated in the preparation of this solicitation or design criteria documents. Additional terms regarding conflicts of interest are included in the contract.

Respondents are notified that if they are selected to perform design or inspection services on an FDOT-funded project, they will be prohibited from performing other services on that project. In accordance with Florida Statutes 337.14(7), the entity performing design and construction engineering and inspection services may not be the same entity.

3.25. Drug-Free Workplace

Whenever two or more Responses, which are equal with respect to price, quality, and service, are received by the Aviation Authority for the procurement of commodities or Contractual services, a Response received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process, in accordance with applicable Aviation Authority Policy.

3.26. Discriminatory Vendor List

An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Response for a Professional Services Agreement to provide goods or services to a public entity, shall not submit a Response on a Professional Services Agreement with a public entity for the construction or repair of a public building or perform any public work, shall not submit Responses for leases of real property to a public entity, shall not award or perform work as a Consultant, supplier, Sub-Consultant, or consultant under any Professional Services Agreement with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

3.27. Public Entity Crimes

All Respondents and Consultants are hereby placed on notice that 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 Response on a Professional Services Agreement to provide any goods or services to a public entity, may not submit a Response on a Professional Services Agreement with a public entity for the construction repair of a public building or public work, may not submit Responses on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, Sub-Consultant or consultant under a Professional Services Agreement with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

[Convicted Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#)

3.28. Scrutinized Companies

Awarded Consultant shall certify that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Professional Services Agreement is for more than \$1,000,000 the Consultant further certifies that it and its Sub-Consultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the Aviation Authority determines the Consultant submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Consultant has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Aviation Authority shall either terminate the Professional Services Agreement after it has given the Consultant notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Professional Services Agreement if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the Aviation Authority determines the Consultant submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Aviation Authority shall either terminate the Professional Services Agreement after it has given the Consultant notice and an opportunity to demonstrate the Aviation Authority's

determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Professional Services Agreement if the conditions of Section 287.135(4) of the Florida Statutes are met. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Professional Services Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

3.29. Anti-Human Trafficking

The award of this Professional Services Agreement (or renewal or extension as applicable) is subject to the provisions of Florida Statutes 786.06 Human Trafficking. Each Respondent must have its officer or a representative sign an affidavit attesting, under the penalty of perjury, that the Respondent does not use coercion for labor or services as specified in the statute.

3.30. Sub-Consultants

In addition to other requirements regarding Sub-Consultants set forth in the Professional Services Agreement the Consultant shall be fully responsible for all acts and omissions of the Sub-Consultants and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by the Consultant. In the event a qualified Sub-Consultant is employed, the Professional Services Agreement shall:

- a. Obtain approval in advance by the Aviation Authority.
- b. Continuously monitor the Sub-Consultant's performance, shall remain fully responsible to ensure that the Sub-Consultant performs as required and itself perform or remedy any obligations or functions which the Sub-Consultant fails to perform properly. Nothing contained herein shall be construed to prevent a Consultant from using the services of a common carrier for delivering goods to the Aviation Authority.
- c. To the extent feasible, the provisions of this Contract shall apply to any such Sub-Consultant in the same manner as they apply to the Consultant. However, such application shall neither make any Sub-Consultant a party to this Contract, nor make such Sub-Consultant a third party beneficiary hereof.
- d. The Aviation Authority may require that copies of invoices for all work (including invoices submitted to the Consultant for work performed by a Sub-Consultant) be submitted to the Aviation Authority by the Consultant and the Aviation Authority shall pay all compensation to the Consultant.

- e. It shall be the sole responsibility of the Consultant to deal with a Sub-Consultant with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Aviation Authority have any obligation or liability hereunder to any Sub-Consultant, including, in particular, any obligations of payment.

3.31. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Consultant as a result of any discussions with any Aviation Authority employee. Only those communications, which are in writing from an authorized Aviation Authority representative, may be considered. Only written communications from Consultants, which are signed by a person designated as authorized to bind the company, will be recognized by the Aviation Authority as duly authorized expressions on behalf of the Consultant.

3.32. Litigation Venue

All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Orange County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

3.33. Operation During Dispute

In the event the Aviation Authority has not canceled the Professional Services Agreement in accordance with the terms of the Professional Services Agreement, and there remains a dispute between the Consultant and the Aviation Authority, the Consultant agrees to continue to operate and perform under the terms of the Professional Services Agreement while such dispute is pending. Further, the Consultant agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the court.

3.34. Funding

For any contract that is funded by the Aviation Authority's operations and maintenance funds, the obligation of the Aviation Authority for payment to a Consultant is limited to availability of funds appropriated in a current fiscal period, and continuation of contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

3.35. Copying Documents

Consultant hereby grants the Aviation Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Aviation Authority with or in connection with the Consultant's Response or which are contained in the Professional Services Agreement Documents (the "Submittals"). The permission granted by the Consultant shall be on behalf of the Consultant and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Aviation Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Aviation Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Professional Services Agreement.

3.36. Policy for Authorized Travel Expenses

The Aviation Authority's Operational Policy 430-02 Authorized Travel Expense & Subsistence, which is available on the Aviation Authority's website <https://flymco.com/airport-business/policies/?query=430-02>, applies to this Agreement.

3.37. Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: <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 Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to:

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

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 Contract term and following completion of the Contract if the Contractor does not transfer the records to the Aviation Authority.
4. Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Contractor or keep and maintain public records required by the Aviation Authority to perform the service. If the Contractor transfers all public records to the Aviation Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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.
5. Failure to grant such public access or otherwise comply with the Owner's request for records will be grounds for immediate termination of this Contract by the Owner. In the event of such failure, the Owner shall also enforce the Contract provisions in accordance with this Contract.
6. Failure to provide the public records to the Owner within a reasonable time may also subject the Contractor to penalties under section 119.10, Florida Statutes.
7. If a civil action is filed against Contractor to compel production of public records relating to this Contract, Contractor will be solely responsible and liable for its attorney's fees and any resulting damages.

4. MINIMUM REQUIREMENTS

As part of the Respondent's response, the Respondent shall provide a written response to each of the questions listed in Section 11: Vendor's Questionnaire, in as much detail as possible to address the question in its entirety.

4.1. Compliance with Minimum Requirements

Respondent must meet all the Minimum Requirements listed in Section 11: Vendor Questionnaire, 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 the Vendor Questionnaire.

4.2. Minimum Experience

Each Respondent shall have prior experience as the Prime Consultant providing Professional Design and Engineering services on at least one capital improvement program at a large hub airport, or other similar facility, within the last five (5) years with a minimum program value of not less than five hundred million dollars (\$500,000,000). To be considered a similar facility, it must be open to the public 24 hours/day, 365 days/year. To be considered a qualifying program, Respondent must have performed similar services on a program that has reached 50% construction completion.

4.3. References

- a. As a minimum requirement (pass/fail), the Respondent and the Project Manager must each provide two (2) client references for similar capital improvement programs (as defined above). These references will be evaluated as part of the scoring of the Evaluation Criteria.
- b. **References shall be able to validate the project experience of the Respondent and Project Manager.**
- c. 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.

- d. **Respondent bears full responsibility for naming references which will respond to the Aviation Authority's reference checks. If the Respondent's references do not respond to the Aviation Authority's reference checks, the Respondent's evaluation may be adversely affected by non-responsive references.**

4.4. Registration with the State of Florida

Respondent is registered/qualified to do business in the State of Florida. ***Include a copy of such registration/application from SunBiz.org with the Response submission.***

4.5. Florida Registered Architect Business and Florida Registered Engineering Business

Respondents must provide a copy of the following registrations:

Florida Registered Architect Business & Florida Registered Engineering Business.

If Respondent is a Joint Venture, the Architect and Engineering Business Registrations can be held by any partner.

4.6. Acknowledgement of Addenda

If deemed necessary, the Aviation Authority may supplement this solicitation document by issuing Addenda. If the Procurement Services Department determines that it is necessary to change these dates or times prior to the response due date, the change will be announced via an addendum and posted on the e-Procurement Platform. Acknowledgement of receipt of all Addenda is required in order to be considered responsive.

4.7. Compliance with the minimum Small Business Participation Goal

- a. A Respondent which fails to propose the minimum small business participation and fails to demonstrate good faith efforts will be deemed non-responsive. Affirmative statement or Good Faith Effort must be provided in Section 11: Vendor Questionnaire.
- b. The Participation Goal(s) are listed in Section 7: Small Business Program and Requirements

4.8. Legal Certifications

- a. Conflict Of Interest Disclosure Form (GOAA Form provided)
- b. Verification of Employment Status / E-Verify

- c. Drug-Free Workplace Certification
- d. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- e. Discriminatory Vendor List Certification
- f. Public Entity Crimes Certification

5. INSURANCE REQUIREMENTS

5.1. General Information

The Respondent's submittal shall demonstrate ability to meet all portions listed in this Section by providing evidence of one of the following: Certificate of Insurance on Acord form or form acceptable to Aviation Authority, signed affirmation of ability to comply from a licensed insurance agent, or insurance quote.

If awarded a Contract and prior to Notice to Proceed, the Awarded Contractor must attain and provide a Certificate of Insurance in compliance with this Section. At its sole expense, Contractor shall maintain the following insurance during the term of this Contract, including any extensions or renewals and such insurance will apply to Contractor, its employees, agents, and Subcontractors.

5.2. Commercial General Liability and Automobile Liability Insurance

- a. 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 Contractor'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
- b. 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 **One Million Dollars (\$1,000,000)** combined single limit per accident or not less than **Five Million Dollars (\$5,000,000)** combined single limit per accident, for AOA access;
- c. Additional Insured Endorsement. Such above referenced liability insurance shall name the Aviation Authority and the City of Orlando 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.

5.3. Workers' Compensation and Employer's Liability Insurance

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

the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations. The Aviation Authority will not accept State of Florida exemptions.

5.4. Professional Liability Insurance

Minimum of \$5,000,000 per claim and annual aggregate with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self insurance retention should be indicated on the Proposer's certificate of insurance.

5.5. Other Insurance Requirements

Contractor agrees to the following as it relates to all above required insurance:

- a. Self-Insured Retention and Deductibles. Contractor'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 Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
- b. 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.
- c. Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "A" Financial Rating and a Financial Size Category of "Class VIII" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to the Aviation Authority.
- d. Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by the Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to the Aviation Authority.
- e. 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.
- f. 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 the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.

- g. The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors 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 Contractor 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. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.
- h. The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance and Surety Bond Requirements 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 Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- i. If any insurance coverage is canceled or reduced, Contractor 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 Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.
- j. 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 Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

6. SCOPE OF WORK / SPECIFICATIONS

6.1. Professional Services Scope of Work

The Aviation Authority is seeking qualified multi-disciplinary design and engineering firms to provide professional services for the project including but not limited to planning, architectural engineering and related professional services through bid and award, permitting, construction, and other related services as necessary for the Project including, but not limited to, airfield design; civil, environmental, BHS, structural, IT – Technology, LV-Special Systems and electrical engineering design; utilities and infrastructure design; surveying; evaluation and documentation of existing conditions; verification of as-built conditions including field verification of all existing above and underground utilities; cost estimating and scheduling; technical studies; permitting (horizontal, airspace, SFWMD, City and all other applicable); construction administration; and all other related services including coordination with the Authority, its Consultants, the City of Orlando, FAA, FDOT and all agencies having jurisdiction over the Program.

Respondents are to demonstrate preferred experience as prime consultant in designing and delivering airport projects similar in scope, size and complexity using a Construction Manager at risk (CMAR) delivery model incorporating modular construction methodologies consisting of fabrication of large sections of building, including but not limited to structural steel, building envelope, finishes, and MEP systems to be constructed offsite and transported to final project site via heavy lift vehicle(s) for final assembly, finishes, connections, etc.

The A/E Firm design team will serve as part of an Integrated Program Team working seamlessly with Owner's authorized representative (OAR) consultants, construction teams, other consultants, and various Aviation Authority stakeholder representatives. The A/E Firm design team key personnel will be collocated with Aviation Authority staff, OAR consultants, and construction teams, working out of offices located on Airport property.

6.2. Professional Services Agreement

The sample professional services agreement is included in the Attachments Section, see Attachment A. The design guidelines will be provided electronically and incorporated into the agreement by reference.

6.3. Owner Furnished Electronic Documents

No printed records will be provided by the Owner. Each Respondent shall ensure that it receives from the Owner the electronic files of the applicable Owner's Design Guidelines, including all Technical Specifications.

GREATER ORLANDO AVIATION AUTHORITY

26-844-RFSQ

Professional Design and Engineering Services for the Airside 2 Wing Expansion Program
(W-00650)

The Owner's Design Guidelines (including Specifications for Divisions 01 through 34), Construction Administration Forms and Engineering Document Control (EDC) documents will be provided electronically to the shortlisted firms.

7. SMALL BUSINESS PROGRAM AND REQUIREMENTS

7.1. Combined Local Developing Business (LDB) / Veteran Business Enterprise (VBE) Participation

The Aviation Authority encourages the participation of small businesses on this contract. The Aviation Authority has established the following goal(s) for this Agreement:

- a. Any combination of LDB and/or VBE Participation Goal: 3%**
- b. It is the policy of the Aviation Authority that LDB/VBE(s) shall have the maximum opportunity to participate in the purchase of goods and services, and the Aviation Authority has established the LDB/VBE(s) Participation Program to implement this policy. This participation can take the form of procurement Professional Services Agreement, Sub-Professional Services Agreements, joint ventures or similar arrangements.
- c. The Response will be considered non-responsive to the Solicitation and rejected if the Respondent fails to demonstrate, to the reasonable satisfaction of the Aviation Authority, as required by the LDB/VBEs policy, that the Respondent has met or has made a good faith effort to meet the established LDB/VBEs goal.
- d. Respondents including LDB/VBE(s), shall meet the LDB/VBE(s) participation goal through first tier participation unless otherwise stated in the Response.
- e. A list of currently certified LDB/VBE(s) may be obtained via the internet at <https://web.goaa.aero/airport-business/small-business/local-developing-business-ldb-program/> and <https://web.goaa.aero/airport-business/small-business/veteran-business-enterprise-vbe-program-for-non-federal-projects/>. The Aviation Authority will provide this information as a convenience only, and Respondents shall be solely responsible for ensuring all LDB/VBE(s) are capable of performing. Certification of eligibility as an LDB/VBE(s) should be completed prior to submission of a Response. During the Solicitation process, Respondents may contact the Office of Business Opportunity and Exchange for any questions or information concerning the LDB/VBE(s) Participation Program.
- f. After the Responses are opened, but prior to award, the Aviation Authority may request, receive, and review additional information from Respondents in order to verify the accuracy of the level of information presented by Respondents with their Responses and the good faith effort of Respondents to reach the LDB/VBE(s) goal.
- g. Prior to and after the Responses are opened and prior to an award of the Professional Services Agreement, the Aviation Authority may request, receive

and consider omitted and supplemental information from the Respondents as to the certification of Respondents, if applicable, and of any Respondent's Subcontractor, supplier or joint venture in order to determine LDB/VBE(s) status.

- h. The successful Respondent shall enter into subcontract(s)/purchase orders with the LDB/VBE(s) identified in the Respondent's Response documents which the Aviation Authority relied upon in awarding this Professional Services Agreement, subject only to the Aviation Authority's right to approve all Sub-Consultant. The contractual arrangements with the LDB/VBE(s) shall incorporate such reasonable terms as are required to complete the work described therein while furthering the Aviation Authority's LDB/VBE(s) policy. The successful Respondent must submit copies of the signed subcontract(s)/purchase order(s) to the Office of Business Opportunity and Exchange for each LDB/VBE(s) prior to commencement of performance under this Professional Services Agreement. Failure to enter into the subcontract(s)/purchase order(s) with the LDB/VBE(s) identified in the Respondent's Response documents or failure to submit copies of the signed subcontract(s)/purchase order(s) may result in loss of the award to Respondent.
- i. A Respondent shall not breach any of its obligations with the LDB/VBE(s). In the event Respondent desires to terminate or replace a LDB/VBE(s), Respondent shall promptly notify the Aviation Authority of the impending termination, the reason for the termination and obtain the Aviation Authority's approval prior to proceeding with the termination. Following the termination Respondent shall replace the terminated LDB/VBE(s) with another LDB/VBE(s). If the Respondent is unable to utilize another LDB/VBE(s) for performance of that portion of this Professional Services Agreement, the Respondent shall provide the Aviation Authority with documentation, in a form satisfactory to the Aviation Authority, showing that it is not possible to replace the terminated LDB/VBE(s) with another LDB/VBE(s). The LDB/VBE(s) percentage for participation must not decrease below the percentage proposed during the term of the Professional Services Agreement.
- j. The successful Respondent shall submit to the Aviation Authority a Disbursement Form with each invoice submitted for payment, indicating the amount of money spent with each LDB/VBE(s) since the previous invoice.
- k. Failure to carry out the requirements set forth herein or the commitments made by the Respondent (e.g. failure to subcontract with and use LDB/VBE(s), to pay LDB/VBE(s) as committed in the Response documents, the failure to promptly pay LDB/VBE(s) Sub-Consultants in accordance with Section 4, subsection 32,

etc.) shall constitute a breach by the Respondent of this Professional Services Agreement and may result in termination of the Professional Services Agreement by the Aviation Authority or such other remedy as the Aviation Authority deems appropriate. Additionally, Consultant is reminded two or more failures to satisfy the requirements set forth herein or the commitments made by Respondent may result in debarment under the Aviation Authority's Debarment of Contractors Policy 130.04.

- l. Compliance with the LDB/VBE(s) policy of the Aviation Authority does not relieve Respondents of the equal employment opportunity obligations under state and Federal laws and regulations.
- m. In addition, please refer to Policy and Procedure Manual 1200.04 - Veteran Business Enterprise (VBE) Program and Policy and Procedure Manual 1200.01 - Local Developing Business (LDB) Program. <https://web.goaa.aero/airport-business/policies/?category=Business+Opportunity+and+Exchange>

7.2. Good Faith Effort Requirements

- a. If the Respondent fails to meet the combined LDB/VBE(s) Participation Goal, the Aviation Authority will require Respondent to submit evidence of good faith efforts within two (2) business days of request; such evidence may include, but is not limited to the following:
 - b. Indicating the name and title of the person responsible for the Respondent's good faith efforts to reach the participation goal;
 - c. Provide evidence of attendance at Pre-Submittal Meeting, if any, scheduled by the Aviation Authority to inform LDB/VBE(s) firms of subcontracting opportunities under a given Professional Services Agreement;
 - d. Provide a list of LDB/VBE(s) firms contacted;
 - e. Provide copies of written correspondence to LDB/VBE(s) firms that their Response is being solicited, as well as certified return receipts to prove receipt or the reason for non-delivery;
 - f. Provide evidence of information provided to the LDB/VBE(s) firms about the specific work the Consultant intends to subcontract;
 - g. Provide evidence of information provided to LDB/VBE(s) firms on bonding and insurance requirements;
 - h. Provide copies of advertisements in general circulation media, trade association publications, and focused media advertising for LDB/VBE(s) firms interested in subcontracting;

- i. Provide evidence that Respondent provided interested LDB/VBE(s) firms with assistance in reviewing the Professional Services Agreement plans, specifications, and the terms and conditions of the general Professional Services Agreement, subcontract and addenda;
- j. Providing evidence that the Respondent provided LDB/VBE(s) firms prompt notice of addenda affecting specific trade Contractors;
- k. Provide evidence that Respondent made follow-up inquiries after initial solicitations of interest from LDB/VBE(s) firms. Respondent shall maintain documentation of the date, time and name of individuals contacted. A telephone log is acceptable documentation of this activity;
- l. Provide a list of quotes submitted by LDB/VBE(s) firms;
- m. Provide documentation as to why LDB/VBE(s) firms were not utilized;
- n. In those instances where a majority Subcontractor is selected for a scope of work for which LDB/VBE(s) Responses were submitted, the Respondent shall submit records of all quotations received from LDB/VBE(s) firms and from the selected majority Subcontractor, and provide an explanation of the reasons why the LDB/VBE(s) firms will not be used during the course of the Professional Services Agreement. Receipt of a lower price quotation from a non LDB/VBE(s) firm prior to or at the time of Solicitation Opening will not in itself excuse a Respondent's failure to meet participation goals. It is incumbent upon the Respondent to demonstrate that LDB/VBE(s) firms were not rejected as unqualified without a thorough and documented investigation of their capabilities and capacity.

8. OTHER REQUIREMENTS

8.1. Documentation, Acknowledgements and Certifications

The following documents, acknowledgements and certifications are requested with your response:

- a. Joint Venture Agreement (if applicable)

These acknowledgements / certifications are to be completed/uploaded in Section 11: Vendor Questionnaire.

8.2. Proof of Insurability

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

8.3. Financial Statements

Respondents must provide the most recent audited annual financial statements for the last two years in order to evaluate the Respondent's ability to perform these Services. If audited annual financial statements are not available, provide balance sheets, income statements, and cash flow statements for the last two years. This financial documentation shall be uploaded as a separate in Section 11: Vendor Questionnaire, and be clearly labeled as follows: **"Confidential Financial Records Submitted under Seal and Exempt from Florida Public Records Disclosure."** (Reference Florida Statutes Section 119.071(1)(c) for exemption on financial records.)

8.4. Litigation Disclosures

Respondent must disclose in Section 11: Vendor Questionnaire, all lawsuits and arbitrations filed or raised by or against the Respondent, involving a governmental entity, over the last five years.

8.5. Convictions, Indictments, Investigations, Regulatory Investigations

Respondent shall describe in Section 11: Vendor Questionnaire, all prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal, that relate to the Scope of Work/Specifications described in this Solicitation.

9. SELECTION AND AWARD PROCESS

9.1. General

Respondent(s) must meet the requirements as stated in the solicitation document and demonstrate the capability required to provide the services described in the Solicitation.

- a. 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.
- 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 waive any informality in the Response, to reject any and all Responses, and to re-advertise, postpone or elect not to proceed with the services for any reason.
- d. The Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Respondent(s) to perform the required Services described herein. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.
- e. In accordance with Florida Statute 287.055 (10), the Aviation Authority declares that all or any portion of the documents and work papers prepared and submitted pursuant to this solicitation shall be subject to re-use by the Aviation Authority.
- f. The Evaluation Committee may, in its sole discretion, seek the assistance of other Aviation Authority staff, consultants and legal counsel with respect to the evaluation and any recommendation for award.
- g. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings. The meetings of the Committee and Aviation Authority Board are public meetings.

9.2. Minimum Requirements

- a. The Evaluation Committee shall review the Respondent's responses to the Minimum Requirements listed in Section 4.
- b. Minimum Requirements are evaluated on Pass/Fail basis.
- c. Only the Respondents who meet all the Minimum Requirements, and were not rejected for any other reason, will be evaluated for shortlisting.

9.3. Qualification Response Evaluation

- a. The Procurement Committee (Committee) will evaluate the responses based on the Evaluation Criteria listed in Section 10: Evaluation Criteria.
- b. The Committee, will invite at least three (3) of the most qualified Respondents that timely submitted responsive qualifications proposals to interview with the Committee. The purpose of such an interview would be to allow Respondents to elaborate upon their Response before scoring. Interview responses, along with the written Response will become part of the Respondent's response to be evaluated by the Procurement Committee.
- c. Following the interviews, the Committee will evaluate each responsive Respondent, comparatively against each other, by assigning up to the maximum score for each category set forth below.
- d. In the event of a tied total score, the Respondent with the highest score for the QUALIFICATIONS OF KEY AND SUPPORT INDIVIDUALS criterion will be recommended for award.

9.4. Recommendation

Award recommendation, if made, will be based on the Aviation Authority's policies, evaluation of the Responses, interviews, and compliance with all requirements set forth in the RFSQ.

Following the Aviation Authority Board approval of the Committee ranking, the Aviation Authority may enter into negotiations with the top-ranked Respondent(s), in order to consummate a contract on terms that are fair, competitive and reasonable. Should the Aviation Authority be unable to negotiate a satisfactory contract with the top-ranked Respondent(s), negotiations with that Respondent shall be terminated. The Aviation Authority may undertake negotiations with the second-ranked Respondent, and if necessary, additional Respondents in accordance with the order of ranking.

10. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Proposed Overall Approach and Methodology	Points Based	30 <i>(30% of Total)</i>
2.	Executive Brief, Qualifications of Respondent Relevant Project Experience and Capability	Points Based	20 <i>(20% of Total)</i>
3.	Qualifications and Past Experience of Prime and Subconsultants Key and Support Individuals (team)	Points Based	20 <i>(20% of Total)</i>
4.	Quality Control Program	Points Based	10 <i>(10% of Total)</i>
5.	Proposed Approach to Estimating During Design Development and Reconciliation with the Contractor / CMAR Estimating	Points Based	10 <i>(10% of Total)</i>
6.	Other Requirements	Points Based	10 <i>(10% of Total)</i>

11. VENDOR QUESTIONNAIRE

THIS SOLICITATION IS IN COMPLIANCE WITH F.S. 287.55 (CCNA) - DO NOT PROVIDE ANY PRICING OR FEE INFORMATION IN ANY OF YOUR RESPONSES.

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".

11.1. RESPONDENT IDENTIFICATION

11.1.1. Legal contracting name including any dba. *

Maximum response length: 200 characters

*Response required

11.1.2. State the type of legal entity structure (example: Corporation, LLC).*

Maximum response length: 200 characters

*Response required

11.1.3. State of organization or incorporation. *

Maximum response length: 200 characters

*Response required

11.1.4. If the Respondent is a limited liability company, identify the name and address of each member of the company*

Write N/A is not applicable.

Maximum response length: 1000 characters

*Response required

11.1.5. Corporate Headquarters*

Enter Address, and Phone #

Maximum response length: 200 characters

*Response required

11.1.6. Local Office (if any)*

Enter Address, and Phone #. Local office may be located on Orange, Osceola, Volusia, Polk, Seminole or Lake Counties.

State None, if applicable.

Maximum response length: 200 characters

*Response required

11.1.7. 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?*

Yes

No

*Response required

When equals "Yes"

11.1.8. Authorized signatory / Primary contact's name, title, email address and direct phone #*

Maximum response length: 300 characters

*Response required

When equals "Yes"

11.1.9. Secondary contact person's name, title, email address and phone #.*

Maximum response length: 300 characters

*Response required

When equals "No"

11.1.10. Authorized signatory's name, title, email and direct phone #*

Maximum response length: 300 characters

*Response required

When equals "No"

11.1.11. Primary contact person's name, title, email address and phone #*

Maximum response length: 300 characters

*Response required

When equals "No"

11.1.12. Secondary contact person's name, title, email address and phone #.*

Maximum response length: 300 characters

*Response required

11.1.13. Does your response include verbiage generated by Artificial Intelligence (AI)?*

Yes

No

*Response required

When equals "Yes"

11.1.14. 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

11.1.15. W9 Form*

Upload Respondent's current, signed W9 Form.

*Response required

11.2. MINIMUM REQUIREMENTS

See detail on Minimum Requirements under Section: 4.

11.2.1. Acknowledgement of Addenda*

By selecting "Confirm" I acknowledge receipt of ALL Addenda issued to this solicitation.

Please confirm

*Response required

11.2.2. Registration with the State of Florida*

Upload Respondent's registration here. (SunBiz)

*Response required

11.2.3. Provide proof of the required Registration/License*

The Consultant shall be a firm authorized to practice Architecture and Engineering in the State of Florida and shall maintain current registration in accordance with Florida Statutes Chapters 471 (Engineering) and 481 (Architecture).

The Consultant's team shall include, at a minimum, a Professional Engineer (PE) and a Registered Architect (RA), each holding active Florida licensure in good standing.

Please upload 4 documents:

- 1) Florida Architect Business Registry
- 2) Florida Engineering Business Registry
- 3) Florida Professional Engineer license
- 4) Florida Architect license

*Response required

11.2.4. 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 Respondent 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

11.2.5. 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

11.2.6. Conflict of Interest Form*

Please download the below document, complete, and upload.

- [conflict of interest disclo...](#)

*Response required

11.2.7. 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

11.2.8. 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

11.2.9. 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

11.2.10. Describe the Firm's approach to the required Small Business compliance*

Please describe your approach to compliance with the Aviation Authority's small business programs, including a schedule of participation that identifies the proposed subconsultant(s) by name, address, anticipated scope of services to be provided and anticipated percentage of contract.

Maximum response length: 5000 characters

*Response required

11.2.11. LDB/VBE Participation*

A list of currently certified LDB/VBE(s) may be obtained via the internet at <https://web.goaa.aero/airport-business/small-business/local-developing-business-ldb-program/> and <https://web.goaa.aero/airport-business/small-business/veteran-business-enterprise-vbe-program-for-non-federal-projects/>. The Aviation Authority will provide this information as a convenience only, and Respondents shall be solely responsible for ensuring all LDB/VBE(s) are capable of performing. Certification of eligibility as an LDB/VBE(s) should be completed prior to submission of a Response. During the Solicitation process, Respondents may contact the Office of Business Opportunity and Exchange for any questions or information concerning the LDB/VBE(s) Participation Program.

Does the Respondent commit to achieving the minimum Combined Local Developing Business (LDB) / Veteran Business Enterprise (VBE) participation goal of 3%?

Yes

No

*Response required

When equals "Yes"

11.2.12. Proposed Combined LDB/VBE Participation %*

Maximum response length: 5 characters

*Response required

When equals "No"

11.2.13. The name and title of the person responsible for the Respondent's Good Faith Efforts to reach the goal*

Refer to Section 7.2 of the solicitation. Additional information on Good Faith Effort can be found using the following link: <https://flymco.com/airport-business/small-business/>

Maximum response length: 200 characters

*Response required

When equals "No"

11.2.14. Provide a list of LDB or VBE firms contacted.*

Include, for all LDB or VBE Firms:

- LDB OR VBE Company Name
- LDB OR VBE Contact's Name
- First Contact Date and Method (Email, Certified Mail, etc)
- Follow-Up Date and Method
- Brief Description of Outcome

Maximum response length: 2000 characters

*Response required

When equals "No"

11.2.15. Optional - Additional documentation to prove Good Faith Effort

When equals "No"

11.2.16. Optional - Additional information to prove Good Faith Effort

Maximum response length: 2000 characters

When equals "Yes"

11.2.17. Upload the CURRENT Certification Document(s) here for each LDB/VBE*

*Response required

11.3. Proposed Overall Approach and Methodology

A clear and well-developed technical approach is essential. The Respondent must show a thorough understanding of the project goals and objectives. Explain your firm's approach and methodology for:

- Maintaining the design schedule
- Design-to-budget adherence
- Stakeholder engagement and consultation process (internal- external)
- Overall Communications plan including role and process to facilitate decision making and key inputs
- Engagement with CMAR during Preconstruction phase
- Design Management and BIM Integration
- Constructability

11.3.1. Comprehensive Approach to the Project**

Please describe your firm's comprehensive project approach to providing services for this project.

Maximum response length: 10000 characters

*Response required

11.3.2. Approach to Modular Construction*

Describe your firm's approach in delivery of aviation modular construction - project(s) of similar scope, size and complexity using CMAR delivery method.

Maximum response length: 5000 characters

*Response required

11.3.3. Co-Location*

Describe your approach and commitment to a co-located and integrated project team with the Owner, Owner's Authorized Representative (OAR) and Contractor, including experience working in co-located environments that promote real-time collaboration, open communication and collective problem solving.

Maximum response length: 2000 characters

*Response required

11.4. Executive Brief, Qualifications of Respondent Relevant Project Experience and Capability

The Respondent shall demonstrate substantial experience in the design and delivery of projects similar in scope, size and complexity as required by this solicitation. Prior work on similar general aviation airport projects will be a key indicator of the ability to meet the technical and regulatory requirements of this project/scope. The Aviation Authority will evaluate:

- Past performance, including the similarity of the qualifying programs/projects
- Breadth and depth of experience on similar programs/projects
- Past performance with the Aviation Authority (if applicable)
- Past performance with other entities, references
- Past experience in modular design and construction

11.4.1. Executive Brief

An executive brief is a narrative on why Respondent should be selected for the Project, including:

- a. A brief overview of the specific experience and expertise of the proposed professional team (personnel and subconsultants) explaining why this team should be selected.
- b. Discussion of similar projects with particular reference to scope, phasing, construction delivery methods and lessons learned.
- c. Provide a detailed discussion of your involvement in design projects for airport operations or similar projects, with particular emphasis on your approach to coordinating with the Design Team and End-User.

Maximum response length: 5000 characters

11.4.2. Qualifications of Respondent*

Elaborate on any additional experience and qualifications that are relevant to this project scope.

Do not include subconsultants or individuals' qualifications, here. Only include the proposing Firm's information.

Maximum response length: 5000 characters

*Response required

11.4.3. List of similar contracts held by the Respondent (FIRMs)*

List all contracts here which were considered under "Minimum Experience".

For each contract, at a minimum state:

- what agency is your contract with
- current or expired
- brief scope of contract
- contact email (at services agency)

In addition, we highly encourage to list more contracts than what is required for Minimum Experience.

Maximum response length: 5000 characters

*Response required

11.4.4. References*

References shall be able to validate the Respondent's capabilities and experience.

Respondent and the proposed Project Manager for Construction must provide at least two references from Clients for similar projects completed, within five years from the date of the Response.

It is the Respondent's responsibility to provide references and information that most closely demonstrates their experience with organizations (airports, counties, municipalities, or universities) of similar size, complexity, and risk exposure as the Aviation Authority.

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 Engagement Team members.

Respondent bears full responsibility for naming references which will respond to the Aviation Authority's reference checks. If the Respondent's references do not respond to the Aviation Authority's reference checks, the Respondent's evaluation will be adversely affected by non-responsive references.

Please confirm you understand the reference requirements and will provide the required information

Please confirm

*Response required

11.4.5. Firm Reference #1*

Enter your first Reference here. Your response must include your Reference's:

- a. Organization's Name
- b. Organization's Address
- c. Contact Person's Name
- d. Contact Person's Email
- e. Contact Person's Phone
- f. Brief Description of Project
- g. Contract #
- h. Respondent's Role / Identify Key Individual(s)
- i. Date of Services
- j. Project Status (On-going / Completed)
- k. Construction Value

Maximum response length: 1000 characters

*Response required

11.4.6. Firm Reference #2*

Enter your additional Reference here. Your response must include your Reference's:

- a. Organization's Name
- b. Organization's Address
- c. Contact Person's Name
- d. Contact Person's Email
- e. Contact Person's Phone
- f. Brief Description of Project
- g. Contract #
- h. Respondent's Role / Identify Key Individual(s)
- i. Date of Services
- j. Project Status (On-going / Completed)
- k. Construction value

11.4.7. Firm Reference #3 (Optional)

Enter your additional Reference here. Your response must include your Reference's:

- a. Organization's Name
- b. Organization's Address
- c. Contact Person's Name
- d. Contact Person's Email
- e. Contact Person's Phone
- f. Brief Description of Project
- g. Contract #
- h. Respondent's Role / Identify Key Individual(s)
- i. Date of Services
- j. Project Status (On-going / Completed)
- k. Construction Value

Maximum response length: 1000 characters

11.4.8. Firm Reference #4 (Optional)

Enter your additional Reference here. Your response must include your Reference's:

- a. Organization's Name
- b. Organization's Address
- c. Contact Person's Name
- d. Contact Person's Email
- e. Contact Person's Phone
- f. Brief Description of Project
- g. Contract #
- h. Respondent's Role / Identify Key Individual(s)
- i. Date of Services
- j. Project Status (On-going / Completed)
- k. Construction Value

Maximum response length: 1000 characters

11.5. Qualifications and Past Experience of Prime and Subconsultants Key and Support Individuals

The qualifications of the proposed team will be closely evaluated including the proposed individuals ability to furnish the required services, experience, and qualifications. Key personnel should hold appropriate professional credentials and have proven experience in airport design. The proposed firm shall demonstrate experience and effective collaboration between the prime consultant and key subconsultants on comparable design projects.

11.5.1. Reference #1 - Project Manager *

Enter your first Reference for the Project Manager here. Your response must include your Reference's:

- a. Organization's Name
- b. Organization's Address
- c. Contact Person's Name
- d. Contact Person's Email
- e. Contact Person's Phone
- f. Brief Description of Project
- g. Contract #
- h. Respondent's Role / Identify Key Individual(s)
- i. Date of Services
- j. Project Status (On-going / Completed)
- k. Construction Value

Maximum response length: 1000 characters

*Response required

11.5.2. Reference #2 - Project Manager *

Enter your second Reference for the Project Manager here. Your response must include your Reference's:

- a. Organization's Name
- b. Organization's Address
- c. Contact Person's Name
- d. Contact Person's Email

- e. Contact Person's Phone
- f. Brief Description of Project
- g. Contract #
- h. Respondent's Role / Identify Key Individual(s)
- i. Date of Services
- j. Project Status (On-going / Completed)
- k. Construction Value

Maximum response length: 1000 characters

*Response required

11.5.3. Reference #3 - Project Manager (Optional)

Enter your additional Reference for the Project Manager here. Your response must include your Reference's:

- a. Organization's Name
- b. Organization's Address
- c. Contact Person's Name
- d. Contact Person's Email
- e. Contact Person's Phone
- f. Brief Description of Project
- g. Contract #
- h. Respondent's Role / Identify Key Individual(s)
- i. Date of Services
- j. Project Status (On-going / Completed)
- k. Construction Value

11.5.4. Reference #4 - Project Manager (Optional)

Enter your additional Reference for the Project Manager here. Your response must include your Reference's:

- a. Organization's Name
- b. Organization's Address
- c. Contact Person's Name

- d. Contact Person's Email
- e. Contact Person's Phone
- f. Brief Description of Project
- g. Contract #
- h. Respondent's Role / Identify Key Individual(s)
- i. Date of Services
- j. Project Status (On-going / Completed)
- k. Construction Value

11.5.5. Organizational Chart of proposed Team (including sub-consultants) assigned to this contract, if awarded*

*Response required

11.5.6. Qualifications of the proposed Sub-Consultants (if any)*

If the proposing Firm will not engage Sub-Consultants, write "None"

Maximum response length: 5000 characters

11.5.7. Form 1 - Key and Support Personnel Information*

Instructions for Form 1:

1. Download the Form 1 file. It is attached here as a Word document for your convenience.
2. Review the Notes on each page of Form 1.
3. Complete the Form for EACH Key and Support Personnel
4. Once completed, create ONE PDF document for each Personnel.
5. Name the file with the name of the personnel and upload each file.

- [Solicitation - Construction...](#)

*Response required

11.5.8. Proposed Individuals' Workload*

Describe the recent, current, and projected workload of the proposed individuals.

Maximum response length: 5000 characters

*Response required

11.5.9. Proven experience and collaboration between the Prime Consultant and Subconsultants*

Describe prime and proposed key subconsultants experience working together in design projects similar in scope, size and complexity to this solicitation.

Maximum response length: 2000 characters

11.6. Quality Control Program

The Respondent shall describe its proposed approach and processes for the development and implementation of a comprehensive Quality Control (QC) Program to ensure all design elements are fully coordinated, meet all regulatory standards (i.e. FAA and relevant AHJ's), project specifications, end user requirements, and industry best practices. The QC Program must outline processes and procedures for systematic reviews at each design phase and discipline as well as approach and coordination with subconsultants before design deliverables are issued to the Aviation Authority for formal review. It should identify responsible personnel for quality checks, define documentation protocols, software and systems employed, and incorporate verification steps for compliance with FAA Advisory Circulars and Greater Orlando Aviation Authority requirements among others. The program must also include internal peer reviews, coordination with the Owner, stakeholders, and AHJ's, and a process for resolving discrepancies.

11.6.1. Describe the Firm's Approach to Quality Control*

Maximum response length: 5000 characters

*Response required

11.7. Proposed Approach to Estimating During Design Development and Reconciliation with the Contractor / CMAR Estimating*

11.7.1. Describe the proposed approach to developing and maintaining cost estimates to the established budget throughout the design phase, including methodologies for progressive estimate refinement and design to budget methodologies. The response must detail how the firm collaborates with stakeholders and incorporates constructability input into the estimating process.*

Proposers must explain their procedures for reconciling their estimates with those prepared by the Contractor or Construction Manager At-Risk (CMAR), including the frequency and structure of reconciliation meetings, methods for identifying and resolving variances, documentation of assumptions and others as required.

Maximum response length: 10000 characters

*Response required

11.8. Other Requirements

11.8.1. Please describe your willingness to meet time and budget requirements (availability to start)*

*Response required

11.8.2. Explain your recent, current, and projected workload of the firm (commitment to completion)*

*Response required

11.8.3. List or summarize the volume of work previously awarded to Respondent by the Aviation Authority over the past 5 years**

*Response required

11.8.4. Financial Statements*

Upload the most recent audited annual financial statements for the last two years in order to evaluate the Respondent's ability to perform these Services. If audited annual financial statements are not available, provide balance sheets, income statements, and cash flow statements for the last two years.

This financial documentation shall be clearly labeled as follows: **"Confidential Financial Records Submitted under Seal and Exempt from Florida Public Records Disclosure."** (Reference Florida Statutes Section 119.071(1)(c) for exemption on financial records.)

*Response required

11.8.5. Proof of Insurability*

Please upload Respondent's 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 listed in Section 5: Insurance Requirements

*Response required

11.8.6. Litigation Disclosures*

Disclose all lawsuits and arbitrations filed or raised by or against the Respondent, involving a governmental entity, 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: 5000 characters

*Response required

11.8.7. Convictions, Indictments, Investigations, Regulatory Investigations*

The Respondent shall 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 provide an affirmative statement that there are none.

Maximum response length: 5000 characters

*Response required