



GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES (PS-649)

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

**ORLANDO INTERNATIONAL AIRPORT
&
ORLANDO EXECUTIVE AIRPORT**

ORLANDO, FLORIDA

PS-649 AVIATION SPECIALTY CONSULTING SERVICES

THIS AGREEMENT, made and entered into as of the 18th day of March, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the laws of the State of Florida (the "Aviation Authority"), with a business address at Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399, and **CAMPBELL-HILL AVIATION GROUP, LLC**, (the "Consultant"), with a business address at 8609 Westwood Center Drive, Suite 110, Tysons Corner, Virginia, 22182 (Aviation Authority and the Consultant sometimes collectively referred to herein as the "Parties").

WITNESSETH:

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

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

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

1. Services to be Provided by the Consultant.

- 1.1 **Scope of Services.** The Consultant hereby agrees to perform for Aviation Authority services and work product set forth on the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Services"). The Services may be modified or increased from time to time by written amendment to this Agreement signed by both Parties; provided, however, the Aviation Authority shall have the right, by written notice to the Consultant, to unilaterally reduce the Services to be rendered hereunder.
- 1.2 **Personnel.** The Consultant agrees to retain the necessary qualified personnel acceptable to Aviation Authority to perform all Services for Aviation Authority pursuant to this Agreement. The Consultant further agrees to promptly remove any personnel from performing Services as Aviation Authority shall request in writing (which request may be made by Aviation Authority with or without cause), and to promptly replace such personnel with other of the Consultant's personnel of comparable experience reasonably acceptable to the Aviation Authority. The Consultant agrees to include a similar provision in its agreements with any and all SubConsultants. Any changes of personnel assigned during the term of this Agreement must be approved by the Aviation Authority, and if not acceptable to the Aviation Authority, the Aviation Authority reserves the right to terminate the agreement.
- 1.3 **SubConsultants.** The Consultant shall perform all of its obligations and functions under this Agreement by means of its own employees or by a duly qualified SubConsultant approved in writing by the Aviation Authority in advance ("SubConsultant"); provided, however, no SubConsultant shall perform any of the Consultant obligations under this Agreement unless the Aviation Authority approves the SubConsultant in advance in writing. In the event any SubConsultant is employed, the Consultant shall continuously monitor the Subconsultant's performance and shall remain fully responsible to ensure that the SubConsultants perform Services as required in accordance with this Agreement. The Aviation Authority shall have no obligation to pay for any unsatisfactory performance of SubConsultants nor to reimburse the Consultant for Services rendered by SubConsultants in connection with the Consultant's performance of Services unless Aviation Authority has given prior written approval of the compensation to be paid SubConsultants by the Consultant. The Aviation Authority may require that invoices for all work (including invoices submitted to the Consultant for work performed by SubConsultants) shall be submitted to the Aviation Authority by the Consultant and the Aviation Authority shall pay all compensation to the

Consultant, or Aviation Authority shall have the right, but not the obligation, to pay a specific amount directly to any SubConsultant. The Consultant agrees to pay such SubConsultants for their Services within fifteen (15) days after the Consultant's receipt of payments from the Aviation Authority for accepted work performed by SubConsultants. It shall be the sole responsibility of the Consultant to deal with SubConsultants with respect to the collecting and submission of invoices and the payment of compensation. Payment of compensation by the Aviation Authority to the Consultant for work performed by SubConsultants shall relieve the Aviation Authority of all future liability to the SubConsultant and shall thereafter precludes the SubConsultant from bringing any claim against the Aviation Authority. The Consultant agrees to include insurance and indemnity requirements set forth herein in agreements with any SubConsultants for performance of Services.

- 1.4 **Consultant's Reasonable Efforts and Standards of Performance.** The Consultant agrees to use its reasonable efforts to perform and/or to cause SubConsultants to perform all Services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by Aviation Authority, and the Consultant agrees to perform and/or cause SubConsultants to perform all Services in accordance with applicable professional standards, and in accordance with the conditions contained in this Agreement.
- 1.5 **Consultant's Liability.** The Consultant shall be and remain liable in accordance with applicable law for all damages to Aviation Authority caused by the improper acts or omissions of the Consultant or by any SubConsultants in performing any Services to the extent determined by a court of competent jurisdiction, not subject to further appeal. All provisions of this Agreement specifying the Consultant's obligation and duties in performing Services shall apply equally to SubConsultants performing Services.
- 1.6 **Consultant's Obligation to Correct Errors or Omissions.** The Consultant agrees to be responsible for the quality, technical adequacy and accuracy, of all Services furnished by the Consultant or any SubConsultants, in accordance with its specific obligations hereunder. The Consultant shall, without additional cost or expense to the Aviation Authority, correct or revise any errors, omissions, or other deficiencies in the Services performed by the Consultant, resulting from improper acts or omissions of the Consultant or SubConsultants to the extent determined by a court of competent jurisdiction, not subject to further appeal.
- 1.7 **Consultant's Compliance with Laws and Regulation.** The Consultant and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the Services rendered by the Consultant hereunder, or to the wages paid by the Consultant to its employees. The Consultant shall require all of its Sub-Consultants to comply with the provisions of this paragraph.
- 1.8 **Consultant Is Not Aviation Authority's Agent.** The Consultant is, and at all times shall be deemed to be, an independent Consultant and shall be wholly responsible for the manner in which it performs the services required of the Consultant by the terms of this Agreement. The Consultant shall be liable for any of its acts, and the acts of its Sub-Consultants, and their respective agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee, nor principal and agent, between the Aviation Authority and the Consultant or any Sub-Consultant. Neither the Consultant nor any Sub-Consultant is authorized to neither act as Aviation Authority's agent hereunder nor to have Aviation Authority, express or implied, to act for or bind Aviation Authority.

2. **Compensation.**

- 2.1 **Compensation.** For the Services rendered by the Consultant, compensation to the Consultant will not exceed and will be in accordance with the schedule of rates, fees and charges set forth in ***Exhibit "B"*** attached hereto and incorporated herein.
- 2.2 **Reimbursable Expenses.** Consultant shall be entitled to reimbursement at cost for its out-of-pocket expenses reasonably and necessarily incurred by it in the rendering of Services hereunder in

accordance with applicable laws and the Aviation Authority's Policies and Procedures as amended from time to time ("Reimbursable Expenses"). Travel, hotel, and meal expenses shall be reimbursed in accordance with the Aviation Authority's Policy 430.02, *Authorized Travel Expense and Subsistence*.

- 2.3 **Adjustment to Fees.** Consultant represents and warrants that all billable hourly rates furnished by Consultant to the Aviation Authority shall be accurate, complete and current as of the date of this Agreement and as of the date of any addendum hereto. In addition to any other rights or remedies available to the Aviation Authority, the Aviation Authority shall have the right to adjust the fee payable to Consultant for any Services in order to exclude any significant sums by which the Aviation Authority reasonably determines, after due investigation and adequate proof such fee was increased due to inaccurate time records. In making its determination, the Aviation Authority shall request clarifying information from Consultant.
- 2.4 **Statements.** The Consultant shall submit statements to the Aviation Authority for all Services rendered hereunder. The statements shall include detailed information pertaining to any fees received or expected to be received by the Consultant or an affiliate of the Consultant during the same period covered by the statements in connection with or arising from Services performed by the Consultant for the Aviation Authority.
- a. Statements shall be in a form and with detail satisfactory to Aviation Authority, shall include the nature and amount of each fee, separated and identified as reasonably requested by the Aviation Authority. The making of any willfully false statement by the Consultant in a billing statement shall be grounds for the termination of this Agreement by Aviation Authority.
 - b. Lump sum statements shall include a percentage of such lump sum fee equal to the percentage of Services completed since the last monthly statement.
 - c. Per diem or hourly rates statements shall be based upon the number of days or hours of service actually rendered by Consultant since the last monthly statement, broken down by appropriate billing classifications and an itemized description of the Services rendered by each individual.
 - d. Monthly statements for Reimbursable Expenses incurred since the last monthly statements shall include the nature and amount of each expense, the date on which it was incurred, and the task to which each expense relates, submitted in a form and with detail satisfactory to the Aviation Authority.
- 2.5 **Maintenance of Records.** The Consultant shall maintain complete and accurate records relating to Services rendered pursuant to this Agreement. Cost records shall be kept in accordance with generally accepted accounting principles and practices consistently applied and in the Consultant's customary form and scope. Records and invoices for Services shall include all of the information required in order to determine the Consultant's Services performed hereunder, and shall identify the Services rendered in a manner reasonably acceptable to Aviation Authority.
- 2.6 **Records Availability.** All of the Consultant's records directly relating to Services shall, upon reasonable notice by Aviation Authority, be made available to Aviation Authority or its representatives at all reasonable times, to review, inspect, audit or copy the Consultant's records. If any such audit establishes that the Consultant has overstated Service fees, the amount of any overcharge paid by Aviation Authority as a result of an overstatement shall forthwith be refunded by the Consultant to Aviation Authority with interest thereon, at the prime rate as from time to time published by *The Wall Street Journal* on any knowingly overstated amount accrued from forty-five (45) days after the Aviation Authority's notice to the Consultant of overstatement.

3. **Term and Termination.**

- 3.1 **Term.** This Agreement shall become effective upon its execution by the Aviation Authority and shall continue in effect for three (3) years, unless terminated earlier as provided for herein or extended by an addendum hereto executed by both Parties. Upon mutual agreement by both parties the Aviation Authority shall have the option to renew this agreement for two (2) periods of one (1) year each.
- 3.2 **Termination on Default.** This Agreement may be terminated in whole or in part in writing by either party in the event of the failure or refusal of the other party to perform or do any obligation herein required of that party within five (5) days after written notice from the non-defaulting party. Liability arising from improper acts or omissions and any indemnity obligations shall survive the termination of this Agreement.
- 3.3 **Termination without Default.** Aviation Authority may terminate this Agreement for any reason or no reason upon not less than thirty (30) calendar days written notice of intent to terminate.
- 3.4 **Effect of Termination.** For any termination, the Consultant shall have no entitlement to recover anticipated profit for Services or other work not performed; provided however, the Aviation Authority shall pay the Consultant for Services performed up to the date of termination, as determined in the discretion of the Aviation Authority.
- 3.5 **Notice of Intent to Terminate.** Upon receipt of notice of intent to terminate from Aviation Authority pursuant to paragraphs 3.2 or 3.3 above, or upon the Consultant's giving of notice of intent to terminate pursuant to paragraph 3.2 above, the Consultant shall: (1) promptly discontinue all Services affected (unless Aviation Authority directs otherwise); and (2) deliver or otherwise make available to Aviation Authority all Work Product of Consultant generated performing the Services required by this Agreement, data, calculations, estimates, graphics, documents, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been produced as original deliverables by the Consultant or by SubConsultants in performing Services under this Agreement, whether completed or in process.
- 3.6 **Aviation Authority's Right to Complete Terminated Services.** Upon termination pursuant to paragraphs 3.2 or 3.3 above, Aviation Authority may enter into an Agreement with another party for the party to complete the Services. In doing so, the Aviation Authority shall not waive any rights it may have to pursue any and all claims it may have against the Consultant arising out of the Consultant's performance hereunder.

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

- 4.1 **State Code of Ethics.** The Consultant represents that it is familiar with the terms and conditions of Section 112.313, Florida Statutes, and the Consultant further represents and warrants unto Aviation Authority that to the best of its knowledge and good faith belief no director, officer, employee or agent of Aviation Authority or the City of Orlando, Florida (the "City") has any interest, either directly or indirectly, in the business of the Consultant to be conducted under this Agreement or the proceeds thereof. The Consultant further represents and warrants to Aviation Authority that it has not employed or retained any company or person, other than a bona fide employee working wholly for Consultant, to solicit or secure this Agreement, that it has not paid or agreed to pay any person, company, corporation, individual or Consultant, other than a bona fide employee working solely for the Consultant, any fee, commission, contributions, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement, and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the Services of any Consultant or person in connection with carrying out this Agreement.
- 4.2 **Public Entity Crimes.** The Consultant represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and the Consultant further represents and warrants unto Aviation

Authority that to the best of its knowledge and good faith belief that neither the Consultant nor any affiliate of the Consultant has ever been convicted of a public entity crime. The Consultant acknowledges receipt of the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, Subconsultant, or the Consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

7. **Insurance.**

- 7.1 Without limiting its liability hereunder, the Consultant shall procure and maintain at its sole expense during the term of this Agreement insurance of the types and in the minimum amounts and deductibles set forth on ***Exhibit "C"*** attached hereto and incorporated herein by reference. Without limiting the foregoing, the Consultant shall maintain a professional liability policy and comprehensive general liability policy which shall include contractual liability on a blanket or specific basis to cover the indemnification provided under Paragraph 6 hereinabove, and all insurance required hereunder shall be in a form satisfactory to Aviation Authority and shall be written by a company or companies licensed to transact insurance in the State of Florida and satisfactory to the Aviation Authority.
- 7.2 The Consultant agrees that the Aviation Authority and the City and its members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees and agents shall be named as additional insureds under such policies of insurance, except professional liability insurance. Such insurance shall provide that it is primary insurance as respects any other valid insurance Aviation Authority may possess including any self-insured retention or deductible Aviation Authority may have, and that any other insurance Aviation Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy had been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance.
- 7.3 Prior to commencing any work under this Agreement and at least ten (10) days prior to the expiration of any certificates previously provided hereunder, the Consultant shall, upon request, provide to Aviation Authority certificates evidencing the maintenance of all insurance required hereunder, and each such certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until at least thirty (30) days after receipt of written notice thereof

by Aviation Authority. The Consultant shall maintain and/or cause Sub-Consultants to maintain Workers' Compensation Insurance coverage for all employees in accordance with statutory limits.

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

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

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

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

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

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

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

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

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

- 8.6 **Incorporation of Provisions.** The Consultant shall include the provisions of subsections 8.1 through 8.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Aviation Authority or the FAA

may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a SubConsultant or supplier as a result of such direction, the Consultant may request the Aviation Authority to enter into such litigation to protect the interest of the Aviation Authority and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant assures Aviation Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Consultant from the period beginning with the initial solicitation through the completion of the Agreement.

9. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- 9.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 9.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 9.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 9.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - 9.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - 9.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 9.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
 - 9.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - 9.9 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 9.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - 9.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - 9.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
10. **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full

responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11. **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Sub-Consultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
12. **Whistle Blower Reporting Line.** The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Aviation Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, Consultants, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Aviation Authority operations. Should Consultant suspect any fraud, waste or abuse in connection with any work under this Agreement, including any work of its SubConsultants or laborers, it shall promptly report such activity to (877) 370-6354, through email to GOAA@integritycounts.ca, or through the online reporting form www.integritycounts.ca/org/GOAA. The Consultant shall include this reporting requirement in all Sub-Consultants and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.
13. **Florida Law.** This Agreement was made in the State of Florida and shall be governed by and construed in accordance with Florida law.
14. **Remedies.** In the event of default, in addition to any other remedy available to the non-defaulting party, the non-defaulting party pursuant to the terms may terminate this Agreement in accordance with Section 3.2. Any such termination shall not waive or replace any other legal or equitable remedies available to the non-defaulting party. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to any party at law or in equity.
15. **Attorney's Fees and Costs.** To the extent allowable by law, in the event that any legal proceedings at law or in equity arising hereunder or in connection herewith (including any appellate proceedings), the prevailing party shall be awarded costs, reasonable expert fees and reasonable attorney's fees incurred in connection with such legal proceedings as determined by a court of competent jurisdiction.
16. **Venue and Waiver of Jury Trial.** The appropriate venue for any actions arising out of this Agreement will be any court of competent jurisdiction in Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both Aviation Authority and the Consultant. The parties hereby agree that process shall be served on the Consultant and Aviation Authority in the manner prescribed by applicable law. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights and either party may have to a trial by jury of any such litigation.
17. **Transfers, Assignments and Subcontracts.** The Consultant shall not transfer or assign any of its rights hereunder except as otherwise authorized in this Agreement or any of its obligations hereunder to third parties without the prior written approval of Aviation Authority. Aviation Authority shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon Aviation Authority and the Consultant, and their respective successors and assigns.

18. **Miscellaneous Provisions.**

- 18.1 The Consultant shall promptly observe, and comply with applicable provisions of all federal, state and local laws, rules and regulations that govern or apply to the services rendered by the Consultant hereunder.
- 18.2 The Consultant shall produce and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorization as are required by law in order for the Consultant to render the services required hereunder.
- 18.3 All information and documents received from the Consultant in response to this RFQ will become the property of the Aviation Authority, will not be returned to the Consultant, and will be incorporated in the final Agreement in the event of Agreement award. Any work product produced as part of the Agreement will become the exclusive property of the Aviation Authority.
- 18.4 If Aviation Authority determines that modifications to this Agreement are required in order to qualify for federal or state funding for the services to be rendered by the Consultant hereunder, and if the Consultant is unable to comply within a reasonable time with applicable federal and state laws and regulations governing the grant of such funds for services to be rendered hereunder, then notwithstanding anything else herein contained, Aviation Authority shall have the right, by giving written notice to the Consultant, to terminate this Agreement forthwith.
- 18.5 The Consultant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefitting from Federal assistance. This Provision obligates the Consultant or its assigns, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the Consultant for the longer of the following periods: (a) the period during which the property is used by the Aviation Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Aviation Authority or any transferee retains ownership or possession of the property. In the case of a construction project, this Provision binds the Consultant from the Proposal solicitation period through the completion of the Agreement.
- 18.6 Consultant and its Sub-Consultants, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee. Consultant and its Sub-Consultants shall account for all expenses of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of the Consultant and Sub-Consultants and which support the amounts reported and/or invoiced to the Aviation Authority. At a minimum, Consultant's and Sub-Consultant's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Aviation Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Aviation Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Aviation Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Consultant and Sub-Consultant shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Aviation Authority and/or its representative such assistance as may be required to allow complete access to such records. The Chief Executive

Officer may require Consultant and Sub-Consultants to provide other records the Chief Executive Officer, in his or her sole discretion, deems necessary to enable the - to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Agreement. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Consultant and its Sub-Consultants agree that such amounts shall be payable to the Aviation Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Aviation Authority, or any claim is made or litigation commenced relating to this Agreement by the Aviation Authority, the Consultant, or a third party, the Consultant shall continue to maintain all such records, and the Aviation Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Agreement. In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such provisions or standards. In particular, without limitation, Consultant and Sub-Consultants shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Consultant to the Aviation Authority, Consultant shall forthwith, upon written demand from the Aviation Authority, pay the Aviation Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Aviation Authority. Further if such inspection, examination or audit establishes that the Consultant has over billed such amounts for any Agreement period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Consultant.

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

investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Agreement. The provisions of this Section 18.6 shall survive the expiration or earlier termination of the Agreement.

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

- 18.8.1 Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service.
- 18.8.2 Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law.
- 18.8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Aviation Authority.
- 18.8.4 Upon completion of the Agreement, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Consultant or keep and maintain public records required by the Aviation Authority to perform the service. If the Consultant transfers all public records to the Aviation Authority upon completion of the Agreement, the Consultant shall, upon termination of the Agreement, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority.
- 18.8.5 If a Consultant does not comply with a public records request, the Aviation Authority shall enforce the contract provisions in accordance with the Agreement.

- 19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- 20. **Amendment; Waiver.** Except for the Aviation Authority's right to reduce the Scope of Services as provided in paragraph 1.1 above, this Agreement shall not be amended or modified other than in an amendment writing signed by the parties hereto. The Aviation Authority and the Consultant reserve the right to amend this Agreement in writing at any time by such mutually executed amendment. Failure by any party at any time to enforce any default or right reserved to it or to require the performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be deemed a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

21. **Severability.** If any term or provision of this Agreement shall be found to be unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
22. **Time of The Essence.** Time is of the essence in the performance of this Agreement.
23. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement and any Amendments may be executed and tele-copied to the other party and that the execution telecopy shall be binding and enforceable as an original. The parties agree to fully execute two (2) originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
24. **Notices.** All notices under this Agreement shall be in writing and shall be given by United States Certified Mail Return Receipt Requested postage prepaid addressed to:

To the Consultant:

With copy to:

Attention:

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

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

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

GREATER ORLANDO AVIATION AUTHORITY

ATTEST



Signed electronically by
Larissa Bou-Vazquez
April 7, 2021 4:26pm

By: _____

By: _____

Title: Assistant Secretary

Title: _____

Date: _____

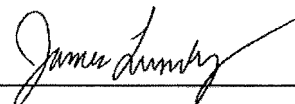
Date: _____

"CONSULTANT"

ATTEST

(Consultant's Name)

By:  _____

By:  _____

Title: Research Director

Title: Vice President

Date: March 18, 2021

Date: March 18, 2021

Approved as to Form and Legality
this 18 day of March, 2021
Nelson Mullins Riley & Scarborough, LLP
By  _____
Greater Orlando Aviation Authority

EXHIBIT "A"

Scope of Services

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

A. Aviation Specialty Consulting Services

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

Support, Aircraft Operating Rules, Regulatory Accounting and Reporting, Government Regulatory Policy Analysis and Environmental Policy Analysis

17. Provide litigation support including Federal, State, and Administrative Proceedings, Arbitration Cases, Preparation of Economic Evidence and Analysis, Expert Reports and Testimony in both Private Litigation and Administrative Cases and U.S. Administrative Tribunals: DOT, DOJ, FAA
18. Coordinate efforts with and assist in coordination among Co-Consultants (if more than one is chosen), the Authority's Chief Executive Officer, members of the Authority staff and other designated interests to develop and implement a strategy for obtaining new and enhanced charter and scheduled international air service to and from MCO.

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

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

1. Represent the Greater Orlando Aviation Authority (GOAA) at its sole discretion, before governmental agencies of the United States or of foreign governments in connection with international route proceedings and related matters.
2. Provide excellent skills in writing and editing legislative language, talking points, letters and advocacy papers. Also, ability to orally brief GOAA senior management and other contacts on state of play, summarizing all positions.
3. Extensive knowledge of aviation industry, both commercial aspects and regulatory. Networking skills and contacts with related individuals, including journalists, airport and airline representatives, Capitol Hill staff, US Department of Transportation, State Department, FAA and US and international regulators.
4. Industry relationship building assistance including foreign governments and key officials at Embassies of key air service target countries.
5. Share relevant intelligence with the GOAA CEO and/or Senior Director of Marketing & Air Service Development regarding bilateral and multilateral issues; and relevant public policy and regulatory issues.
6. Identify issues that present an opportunity for MCO to earn goodwill with potential air service target carriers by supporting good public policy positions important to them.
7. Work with airport officials to identify opportunities consistent with current international air service rights, and identify when such rights need to be broadened to make targeted opportunities possible.
8. Monitor and advise on industry commercial developments, as well as regulatory and policy developments, that may impact the airport's ability to attract new air service from targeted airlines.
9. Provide periodic status reports or presentations as may be requested from time to time by the Authority Board, CEO or their designee.
10. Coordinate efforts with and assist in coordination among Co-Consultants (if more than one is chosen), the Authority's Chief Executive Officer, members of the Authority staff and

other designated interests to develop and implement a strategy for obtaining new and enhanced charter and scheduled international air service to and from MCO.

C. Additional Services

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

EXHIBIT "B"

SCHEDULE OF CONTRACTED FEES

PROFESSIONAL FEES AND TERM

This agreement will be thirty-six (36) months in duration and shall be deemed effective as of March 18, 2021, through March 17, 2024. Professional fees in association with the Scope of Services described in Exhibit "A" are as follows:

A. Aviation Specialty Consulting Services 36 Month Term

FY 21	March 18, 2021 – September 30, 2021	\$ 75,000	6 Month Term
	Additional MCO Visits and Travel as Directed	\$ 4000	
FY 22	October 1, 2021- September 30, 2022	\$ 150,000	12 Month Term
	Additional MCO Visits and Travel as Directed	\$ 9000	
FY 23	October 1, 2022 - September 30, 2023	\$ 160,000	12 Month Term
	Additional MCO Visits and Travel as Directed	\$ 9500	
FY 24	October 1, 2023 - March 17, 2024	\$ 75,000	6 Month Term
	Additional MCO Visits and Travel as Directed	\$ 4000	

B. Federal Governmental Relations Consulting Services for International Air Services Development Support 36 Month Term

FY 21	March 18, 2021 – September 30, 2021	\$ 22,000	6 Month Term
	Additional MCO Visits and Travel as Directed	\$ 2000	
FY 22	October 1, 2021- September 30, 2022	\$ 40,000	12 Month Term
	Additional MCO Visits and Travel as Directed	\$ 3000	
FY 23	October 1, 2022 - September 30, 2023	\$ 45,000	12 Month Term
	Additional MCO Visits and Travel as Directed	\$ 3000	
FY 24	October 1, 2023 - March 17, 2024	\$ 22,000	6 Month Term
	Additional MCO Visits and Travel as Directed	\$ 2000	

The Consulting Services Agreement may be renewed for two (2) additional periods of one (1) year each, upon mutual agreement. Professional fees for Consulting Services will increase no more than _____% for each renewal year.

C. Additional Services Hourly Rates

TITLE	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATE
Campbell Hill			
President & CEO	\$350	\$362	\$375
Principal	\$350	\$362	\$375
Vice President	\$295	\$305	\$316
Research Director	\$225	\$233	\$241
Research Manager	\$210	\$217	\$225
Senior Analyst	\$200	\$207	\$214
Project Analyst	\$195	\$202	\$209
Administration	\$65	\$67	\$70
Subconsultant Fees			
<u>Trinder Aviation & Aerospace</u>			
Advisory			
Rachel Trinder	\$400	\$400	\$400
<u>TransSolutions</u>			
Gloria Bender	\$250	\$250	\$250
Belinda Hargrove	\$250	\$250	\$250

EXHIBIT "C"

Insurance

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 4900 Libbie Mill East Boulevard, Ste 100 Richmond VA 23230	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 804-780-0611 E-MAIL ADDRESS: certificates@marshmma.com FAX (A/C, No): 804-788-8944
INSURED Campbell-Hill Aviation Group, LLC 700 N Fairfax St., Ste 300 Alexandria VA 22314	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover American Insurance Company INSURER B: Westchester Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1260089931 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		OZR960492308	7/10/2020	7/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		OZR960492308	7/10/2020	7/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 0		OZR960492308	7/10/2020	7/10/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		G24145426011	7/10/2020	7/10/2021	\$1,000,000 \$1,000,000 \$25,000 Each Claim Aggregate Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Greater Orlando Aviation Authority, its members, officers, employees and agents are named as additional insureds on the general liability per written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Greater Orlando Aviation Authority
One Airport Boulevard
Orlando FL 32872

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2713773

DATE (MM/DD/YYYY)
10/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies, LLC
3657 Briarpark Dr., Suite 700
Houston, TX 77042

CONTACT NAME:
PHONE
(A/C, No, Ext): 888-828-8365
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Indemnity Insurance Co. of North America

43575

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
CAMPBELL-HILL AVIATION GROUP, LLC
700 N FAIRFAX ST STE 300
ALEXANDRIA, VA 22314-2087

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			C68707614	10/01/2020	10/01/2021	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CAMPBELL-HILL AVIATION GROUP, LLC
700 N FAIRFAX ST STE 300
ALEXANDRIA, VA 22314

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Campbell-Hill Aviation Group, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

8609 Westwood Center Dr., Suite 110

6 City, state, and ZIP code

Tysons Corner, VA 22182

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 7 - 2 7 1 8 0 5 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

3/17/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES (PS-649)

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

**ORLANDO INTERNATIONAL AIRPORT
&
ORLANDO EXECUTIVE AIRPORT**

ORLANDO, FLORIDA

TABLE OF CONTENTS

Page Numbers

Advertisement

RFQ - 3

1.0 Overview

RFQ - 4

2.0 Scope of Services

RFQ - 5 to RFQ - 8

3.0 Submission Requirements

RFQ - 9 to RFQ - 13

A. Submission Instructions	RFQ - 9
B. Proposers Statement.....	RFQ - 9
C. Joint Venture	RFQ - 9
D. Minimum Requirements	RFQ - 10
E. Experience and Qualifications	RFQ - 10
F. Specific Approach and Methodology	RFQ - 10
G. Transition Plan	RFQ-10
H. Claims Information	RFQ - 11
I. Engagement with Other Airports and Governmental Entities.....	RFQ - 11
J. References.....	RFQ -11
K. Prior or Pending Convictions, Indictments, Investigations, Regulatory Investigations and Conflict of Interest.....	RFQ - 12
L. Proof of Insurance.....	RFQ - 12
M. Minority and Women Business Enterprise and/or Local Developing/Veteran Business Enterprise Participation Programs	RFQ - 12
N. Response Forms.....	RFQ - 13
O. Additional Information.....	RFQ - 13

4.0 General Requirements

RFQ - 14 to RFQ - 19

A. Addenda to Request for Qualifications	RFQ - 14
B. Questions and Clarifications.....	RFQ - 14
C. Tentative Schedule	RFQ - 14
D. Evaluation Criteria.....	RFQ - 14
E. Selection Process	RFQ - 15
F. Preparing Responses.....	RFQ - 16
G. Communication During the Statement of Qualification Process.....	RFQ - 16
H. Insurance Requirements.....	RFQ - 17
I. Rejection of Irregular Request for Qualifications.....	RFQ - 17
J. Waiver and/or Rejection of Responses	RFQ - 18
K. Withdrawal of Request for Qualifications	RFQ - 18
L. Notice of Intent to Award Agreement	RFQ - 18
M. Independent Consultant Status and Compliance with Immigration Reform and Control Act	RFQ - 18
N. Non-Exclusive Services.....	RFQ - 18
O. Public Entities Crimes	RFQ - 19
P. Scrutinized Company List	RFQ - 19
Q. Proprietary Information	RFQ - 19

5.0 Response Forms

RFQ - 20 to RFQ - 20

- A. Proposers Warranty RFQ - 20
- B. No Response to Request for Qualifications RFQ - 21

6.0 Agreement

RFQ - 22 to RFQ - 41

- A. Professional Services Agreement.....RFQ - 22
- B. Exhibit A: Scope of Services RFQ - 37
- C. Exhibit B: Fees RFQ - 40
- D. Exhibit C: Insurance Requirements RFQ - 41

REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES (PS-649)

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

ORLANDO INTERNATIONAL AND ORLANDO EXECUTIVE AIRPORTS

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

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

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

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

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

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

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

GREATER ORLANDO AVIATION AUTHORITY

By: Carson Good
Aviation Authority Chairman

1.0 OVERVIEW

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

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

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

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

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

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

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

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

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

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

DIAL IN FOR AUDIO (REQUIRED):

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

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

Access Code: 209-835-125

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

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

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

2.0 SCOPE OF SERVICES

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

A. AVIATION SPECIALTY CONSULTING SERVICES:

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

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

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

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

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

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

C. ADDITIONAL SERVICES

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

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

3.0 SUBMISSION REQUIREMENTS

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

A. SUBMISSION INSTRUCTIONS:

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

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

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

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

EACH PROPOSER SHALL SUBMIT THE FOLLOWING INFORMATION:

B. PROPOSERS STATEMENT OF THE FOLLOWING:

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

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

C. JOINT VENTURE OR PARTNERSHIP

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

D. MINIMUM REQUIREMENTS:

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

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

E. EXPERIENCE AND QUALIFICATIONS:

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

F. SPECIFIC APPROACH AND METHODOLOGY:

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

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

G. TRANSITION PLAN

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

H. CLAIMS INFORMATION:

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

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

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

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

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

J. REFERENCES:

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

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

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

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

L. PROOF OF INSURANCE:

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

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

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

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

N. RESPONSE FORMS:

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

O. ADDITIONAL INFORMATION

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

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

4.0 GENERAL REQUIREMENTS

A. ADDENDA TO REQUESTS FOR QUALIFICATIONS:

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

B. QUESTIONS AND CLARIFICATIONS:

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

C. TENTATIVE SCHEDULE:

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

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

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

D. EVALUATION CRITERIA:

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

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

E. SELECTION PROCESS:

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

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

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

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

F. PREPARING RESPONSES

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

G. COMMUNICATION DURING REQUEST FOR QUALIFICATIONS PROCESS

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

H. INSURANCE REQUIREMENTS:

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

I. REJECTION OF IRREGULAR REQUEST FOR QUALIFICATIONS:

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

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

J. WAIVER AND/OR REJECTION OF RESPONSES

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

K. WITHDRAWAL OF REQUEST FOR QUALIFICATIONS

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

L. NOTICE OF INTENT TO AWARD AGREEMENT

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

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

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

N. NON-EXCLUSIVE SERVICES

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

O. PUBLIC ENTITIES CRIMES

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

P. SCRUTINIZED COMPANY LIST– STATE OF FLORIDA REQUIREMENT

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

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

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

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

Q. PROPRIETARY INFORMATION:

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

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

5.0 RESPONSE FORMS

PROPOSER'S WARRANTY

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

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

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

Name of Proposer

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title

Date

Address

Email Address

Phone Number

NO RESPONSE

TO

REQUEST FOR QUALIFICATIONS

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

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

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

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

Name of Proposer

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title

5.0 FORM OF PROFESSIONAL SERVICES AGREEMENT

PS-649 AVIATION SPECIALTY CONSULTING SERVICES

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

WITNESSETH:

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

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

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

1. Services to be Provided by the Consultant.

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

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

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

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

2. **Compensation.**

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

3. **Term and Termination.**

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

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

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

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, Subconsultant, or the Consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

7. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Consultant: _____

With copy to: _____

Attention: _____

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

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

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

GREATER ORLANDO AVIATION AUTHORITY

ATTEST

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

"CONSULTANT"

ATTEST

(Consultant's Name)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

Scope of Services

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

A. Aviation Specialty Consulting Services

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

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

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

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

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

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

C. Additional Services

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

EXHIBIT "B"

Compensation to be negotiated

EXHIBIT "C"

Insurance

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

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

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

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

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



MEETING MINUTES

TO: Meeting Attendees

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

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

Location: Virtual via GoToMeeting

Date: September 22, 2020

Time: 3:00 p.m.

Attendance: Meeting Attendee List Attached

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

1. Opening Remarks & Introduction of Participants

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

2. Advertisement

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

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

3. Scope of Services

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

4. Submission Requirements

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

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

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

5. Selection Schedule is as follows:

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

6. Questions and Answers

The following questions were asked and answered:

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

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

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

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

7. Adjournment

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

VJ:tac

Attachments: Attendee Lists
Pre-Submittal Conference Presentation

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

Meeting Date / Time

9/22/2020 at 3:00PM

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



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

Orlando International Airport and
Orlando Executive Airport

1

Introduction of Participants

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

2

September 22, 2020

Agenda

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

3

September 22, 2020

Advertisement

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

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

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

4

September 22, 2020

Scope of Services

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

A. AVIATION SPECIALTY CONSULTING SERVICES:

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

5

September 22, 2020

Scope of Services (Continued)

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

6

September 22, 2020

Scope of Services (Continued)

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

7

September 22, 2020

Scope of Services (Continued)

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

8

September 22, 2020

Scope of Services (Continued)

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

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

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

9

September 22, 2020

Scope of Services (Continued)

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

10

September 22, 2020

Scope of Services (Continued)

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

C. ADDITIONAL SERVICES:

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

11

September 22, 2020

Submission Requirements

Written Inquiries:

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

Submit:

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

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

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

12

September 22, 2020

Contents of the Statement of Qualifications

PROPOSERS STATEMENT OF THE FOLLOWING:

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

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

13

September 22, 2020

Contents of the Statement of Qualifications

JOINT VENTURE OR PARTNERSHIP:

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

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

14

September 22, 2020

Contents of the Statement of Qualifications

MINIMUM REQUIREMENTS

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

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

15

September 22, 2020

Contents of the Statement of Qualifications

EXPERIENCE AND QUALIFICATIONS:

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

16

September 22, 2020

Contents of the Statement of Qualifications

SPECIFIC APPROACH AND METHODOLOGY:

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

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

17

September 22, 2020

Contents of the Statement of Qualifications

TRANSITION PLAN

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

CLAIMS INFORMATION:

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

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

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

18

September 22, 2020

Contents of the Statement of Qualifications

ENGAGEMENTS WITH OTHER AIRPORT(S) AND GOVERNMENTAL ENTITIES:

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

REFERENCES:

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

19

September 22, 2020

Contents of the Statement of Qualifications

REFERENCES (Continued):

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

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

20

September 22, 2020

Contents of the Statement of Qualifications

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

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

PROOF OF INSURANCE:

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

21

September 22, 2020

Contents of the Statement of Qualifications

PROOF OF INSURANCE:

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

22

September 22, 2020

Contents of the Statement of Qualifications

PROOF OF INSURANCE (Continued)

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

23

September 22, 2020

Contents of the Statement of Qualifications

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

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

24

September 22, 2020

Contents of the Statement of Qualifications

RESPONSE FORMS:

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

ADDITIONAL INFORMATION

Additional information may be requested by the Aviation Authority by Addendum

25

September 22, 2020

EVALUATION AND AWARD CRITERIA

EVALUATION CRITERIA:

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

26

September 22, 2020

EVALUATION AND AWARD CRITERIA

EVALUATION CRITERIA (continued):

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

27

September 22, 2020

General Requirements (continued)

SELECTION PROCESS:

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

28

September 22, 2020

EVALUATION AND AWARD CRITERIA

SELECTION PROCESS (continued):

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

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

29

September 22, 2020

EVALUATION AND AWARD CRITERIA

SELECTION PROCESS (continued):

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

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

30

September 22, 2020

EVALUATION AND AWARD CRITERIA

SELECTION PROCESS (continued):

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

31

September 22, 2020

Selection Schedule

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

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

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

32

September 22, 2020

Additional Information

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

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

33

September 22, 2020

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

Questions?

34

September 22, 2020



RFQ: Professional Services (PS-649)

Aviation Specialty Consulting Services & Federal Governmental Relations Consulting Services for International Air Service Development Support

Prepared for:



Submitted by:

Campbell-Hill Aviation Group, LLC

13 October 2020

October 13, 2020

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

RE: REQUEST FOR QUALIFICATIONS FOR AVIATION SPECIALTY CONSULTING SERVICES AND FEDERAL GOVERNMENTAL RELATIONS CONSULTING SERVICES FOR INTERNATIONAL AIR SERVICE DEVELOPMENT SUPPORT (PS-649) ORLANDO INTERNATIONAL AIRPORT & ORLANDO EXECUTIVE AIRPORT

To whom it may concern:

Campbell-Hill Aviation Group, LLC ("Campbell-Hill" or "C-H") is pleased to submit this proposal to continue to provide air service development consulting services to the Greater Orlando Aviation Authority ("Authority"). Our team is exceptionally well-qualified to perform this work for Orlando International Airport ("MCO") & Orlando Executive Airport ("ORL"). As Vice President of Campbell-Hill, I am authorized to negotiate and execute the agreement and I, Howard Mann, will be serving as the Lead Individual/Project Manager for this contract. You may contact me as follows:

Howard K. Mann, Vice President
Campbell-Hill Aviation Group, LLC
700 N. Fairfax Street, Suite 300
Alexandria, VA 22314
Tel: 703-229-5659 Fax: 703-229-4307 E-mail: hmann@av-econ.com

Campbell-Hill successfully performs the services described in the Request for Qualifications currently for MCO in addition to many airports across the U.S.

Over the last twenty-seven years, we have successfully secured domestic and international air service for our airport clients to many points in the U.S. and Canada, as well as destinations throughout Asia, Europe, the Caribbean and South America. Our individual route proposals were successful as well, resulting in a total of 437 new routes from 41 carriers for our clients since 2010.

Campbell-Hill offers Orlando the following:

- A proposed project manager with over twenty years of air service development experience including over five years providing such services to MCO and is known and trusted by Airport staff, the Orlando community stakeholders and has supported the GOAA team with new international and domestic air service wins;
- A proposed deputy project manager with over thirty years of air service development experience including over five years providing such services to MCO and is known and trusted by Airport staff, the Orlando community stakeholders and MCO's target airlines;

- Extensive regional knowledge with “no learning curve” after supporting MCO with multiple new air service route wins in previous contract period including new air carriers, new nonstop destinations and broad stakeholder work;
- A demonstrated ability to adjust to the significant changes in the market resulting from the COVID-19 pandemic, Campbell-Hill has quickly adapted to address the shifting market dynamics, identifying changing priorities for airline planning and develop new sources of data that is relevant in the current environment;
- A professional staff proficient with the analytical methods and databases used in the aviation industry to evaluate route opportunities, passenger traffic leakage, and economic benefits generated for the community;
- An understanding of the market dynamics in Central Florida having conducted multiple catchment area analyses and leakage studies for MCO;
- A firm with an exceptional understanding of MCO's largest and most desired airlines;
- A demonstrated ability to develop and perform analysis for unique airport challenges, including operational analysis, gate utilization studies (both current and forecast), economic impact analysis as well as contract and litigation support;
- A proposed project team that comes from within the commercial aviation industry (airlines, trade associations and aircraft manufacturers) and collectively possess over one hundred and fifty years of direct airline experience, mostly within the network planning and revenue management functions; and strategic expertise from a proposed team with two professional subconsultants;
- Unparalleled expertise in developing nonstop routes and analyzing passenger traffic leakage for MCO and other airports comparable in size to MCO, especially those with contested catchment areas, such as Baltimore (BWI), Philadelphia (PHL), San Francisco (SFO) and Austin (AUS);
- An experienced team of experts that can prepare well-documented and focused presentations to key target airlines, detailed and well-supported market forecasts highlighting the potential traffic, revenue and other benefits to each airline;
- A firm with a wide range of contacts and professional associations with airline, CEOs, planners and other senior executives for the benefit of our air service development clients;
- The professional respect of airline decision-makers because we have demonstrated expertise and have the experience of having been airline route planners and decision-makers; and
- A proven track record in developing strategic marketing plans as well as community and business support for new air service with our airport clients, and in presenting successful airline route proposals.

We have a clear understanding of the Scope of Work and the role we would perform in those tasks and we do not take any exceptions to the RFQ. In addition, Campbell-Hill is proposing a sub-contractual partnership with two firms. Trinder Aviation & Aerospace Advocacy, PLLC, brings extensive value-added airport expertise to MCO on aeropolitical and regulatory projects in international markets. TransSolutions, LLC has broad expertise and Orlando specific experience in providing facility solutions for air service related problems.

Our firm possesses the required insurance necessary to perform the services requested in the RFQ and we do not take exception to the language in the contractor agreement. Also, our firm has never been debarred from doing business with any government entity presently as Campbell-Hill or as any of our predecessor firms. Finally, we do not have any conflicts of interest between Orlando and our other clients, nor do we foresee any in the future.

We sincerely hope that we can continue to provide consulting services to the Greater Orlando Aviation Authority. We will continue to be fully committed to providing the services described. We welcome the opportunity to continue our role in assisting Orlando in responding to its community's air service development needs.

Respectfully submitted,



Howard K. Mann
Vice President

TABLE OF CONTENTS

Section	Page
1. Proposer’s Statement (RFQ 3.0-B)	1
2. Statement of Business Relationship (RFQ 3.0-C)	2
3. Minimum Requirements (RFQ 3.0-D)	3
4. Experience and Qualifications	5
5. Approach and Methodology	32
6. Transition Plan and Timeline (RFQ 3.0-G)	60
7. Claims (RFQ 3.0-H)	61
8. Engagements With Other Airports and Governmental Entities (RFQ 3.0-I)	62
9. References (RFQ 3.0-J-1 thru RFQ 3.0-J-3)	66
10. Pending Convictions and Conflicts of Interest (RFQ 3.0-K)	69
11. Proof of Insurance (RFQ 3.0-L)	70
12. MWBE Participation (RFQ 3.0-M)	71
13. Response Forms (RFQ 3.0-N):	72
14. Additional Information (RFQ 3.0-O)	73
15. Attachment A – Case Study: MCO Lufthansa Passenger Forecast	74

1.0 PROPOSER'S STATEMENT (Response to RFQ Section 3.0-B)

The Campbell-Hill Aviation Group, LLC (Campbell-Hill) is a privately-owned U.S. Limited Liability Company consulting firm providing a wide range of services to the aviation industry. Campbell-Hill's client base includes airports, passenger airlines, all-cargo carriers, industry associations, as well as city, state, and federal government agencies. The company is located in the Washington, D.C. area, which provides ready access to U.S. government agencies, law firms, and leading transportation and public policy research centers.

This proposal is being submitted by Howard K. Mann, Vice President. Howard's contact information is as follows:

Howard K. Mann (Lead Individual)
Campbell-Hill Aviation Group, LLC (Proposing Office)
700 N. Fairfax St., Suite 300
Alexandria, VA 22314
Direct: 703-229-5659
Email: hmann@av-econ.com
Company website: www.av-econ.com
Type of Organization: Limited Liability Company
FEIN: 27 2718058



Howard K. Mann

Vice President

2.0 STATEMENT OF BUSINESS RELATIONSHIP (Response to RFQ 3.0-C)

Campbell-Hill is a for profit Limited Liability Company with a Federal Employer Identification Number of 27 2718058. The Campbell-Hill Aviation Group, Inc. was formed in 1993 as the successor to the aviation practice of Leeper, Cambridge & Campbell, Inc. (LCC). From December 2006, Campbell-Hill was part of TranSystems Corporation, a major engineering and planning firm based in Kansas City, Missouri, but after 3 ½, years, re-emerged as the Campbell-Hill Aviation Group, LLC, a Limited Liability Company formed in the Commonwealth of Virginia. Campbell-Hill has 12 members shown on the next pages. Campbell-Hill, or a predecessor firm, has been located at 700 N. Fairfax Street, Alexandria, VA 22314, since the mid-eighties.

Campbell-Hill is prepared to team with two subconsulting firms:

Trinder Aviation & Aerospace Advocacy, PLLC

1455 Pennsylvania Avenue, N.W.

Suite 400

Washington, D.C. 20004

Email: rachel@trinderaviationlaw.com

Phone: 703.927.5667

An SBA certified Women Owned Small Business

TransSolutions, LLC

14600 Trinity Blvd., Ste 200

Fort Worth, TX 76155

817.359.2958

817.307.9081 mobile

bhargrove@transsolutions.com

Certified as a Disadvantaged Business Enterprise (DBE) in over 30 states and will certify in the State of Florida if this contract is awarded.

3.0 MINIMUM REQUIREMENTS (Response to RFQ 3.0-D)

3.1 Registered to do Business in the State of Florida (Response to RFQ 3.0-D-1)

Campbell-Hill is currently registered with the Secretary of State of Florida to do business in the State of Florida.

3.2 First-Hand Experience (Response to RFQ 3.0-D-2)

Campbell-Hill has been providing airport clients with air service development expertise since 1993. Campbell-Hill has the capability to use virtually any quantitative or qualitative technique that would be used by the route planning staff of a major U.S. and foreign airline. Every Campbell-Hill air service presentation to an airline is based on a customized route study which includes an analysis of service potential. All of our route proposals are schedule-specific and incorporate the considerations that airlines use in their scheduling process. We use a highly sophisticated route-forecasting model for more complex proposals. This model, while similar in functionality to standard industry QSI models, takes into account additional factors such as frequency, stops/connections, time of day, elapsed time, aircraft capacity, wing-tipping, and nonlinear level of service and carrier preference. Campbell-Hill significantly upgraded the model in 2014 and continues to enhance its capabilities.

Campbell-Hill specializes in developing strategies for air service expansion, air service deficiency studies, comparative airport analyses, route proposals and presentations (including traffic forecasts), air cargo analyses, and marketing. The firm also provides national and international policy analysis, regulatory analysis, traffic forecasting, economic and demographic research, master planning support, and survey research. In addition, Campbell-Hill prepares exhibits and testimonies for contested DOT route cases, civil litigation, and congressional hearings. Campbell-Hill has provided expert services to the U.S. Department of Justice and the Competition Bureau of Canada, among other state and municipal authorities. Evidence of this experience will appear in the pages of this SOQ.

3.3 Statement of Independence from the Aviation Authority (Response to RFQ 3.0-D-3)

Campbell-Hill Aviation Group, LLC is independent of the Aviation Authority.

3.4 Statement of Exclusivity and Noncompetition (Response to RFQ 3.0-D-4)

Campbell-Hill Aviation Group, LLC is and its team members agree that it shall be bound by a restrictive covenant for exclusivity of services and noncompetition, which shall forbid from accepting or maintaining similar airport Aviation Specialty Consulting agreements/contracts within a 150-mile driving radius of MCO.

4.0 EXPERIENCE AND QUALIFICATIONS (Response to RFQ-E)

4.1 Experience and Qualifications (Response to RFQ 3.0-E-1)

Campbell-Hill currently works with 38 airports in various levels of engagement. In the last 5 years, we have prepared and presented 389 air carrier headquarters presentations, 2,019 airline conference meeting presentations and 29 economic impact analyses for airlines and airports. Our staff has many years of airline planning experience including leading the network and commercial planning departments of two Major airlines. We have extensive past experience briefing GOAA airport leadership, management and community stakeholders on all sorts of air service-related issues and industry trends.

A key measure of “overall experience” is how well a consulting firm has brought new and improved air service to an airport, not who the firm knows nor how many offices a firm has scattered around the globe. Our work has resulted in 256 new nonstop routes for our airports from 32 airlines including 68 international routes since 2015. We have been averaging nearly four new transoceanic services per year for the last ten years.

In today’s COVID-19 environment, our team has been able to pivot towards aligning deliverables, guidance and intelligence with what airport air service development professionals need for planning in the midst of a pandemic. This has included hosting multiple webinars since April 2020 with airline network planners which have given the MCO team valuable insight into how each airline’s business model is adapting to and planning for recovery. Campbell-Hill has been able to leverage long-standing, respected, established, relationships with airline network planners and executives in order to provide critical information to our airport and tourism bureau clients. In addition to the airline webinars, Campbell-Hill recently facilitated an *Air Team Orlando* September 2020 meeting and *Visit Orlando* Town Hall to educate the regional stakeholders on the current state of the airline industry trends and proposed air service recovery strategy.

The airlines recognize and respect our level of experience and expertise and they have regularly retained us for the highly sophisticated and technical analysis required for DOT regulatory work, DOJ merger and acquisition work, and national and global aviation policy issues. Mr. Vasu Raja, Senior Vice President of American Airlines, recently complimented a client airport’s leadership on always bringing an advanced level of analysis and discussion to its

headquarters meetings. Southwest and Alaska Airlines have both recently recommended to airport teams that they hire Campbell-Hill for our industry-leading approach to catchment areas analysis and route analytics.

As a firm, Campbell-Hill has over 26 years of experience in air service development. Individually, some of our members have air service experience far longer when their airline network planning experience is included.

Our past air service development efforts and support for MCO have covered a wide range of activities including ad-hoc data reports, regular carrier discussions concerning important services, air service development conferences, carrier headquarter presentations, catchment area studies and strategy sessions with the senior airport management. Campbell-Hill stands ready to continue support of the MCO airport staff and are in frequent email and phone contact at all hours irrespective of time zone.

Campbell-Hill prides itself on having made a difference at our client airports. We specialize in developing the strong business case necessary to attract service, with unique insight to a specific region designed to capture the attention of airline planners. Some examples of our clients and services include:

- Campbell-Hill has supported PHL with over 250 airline meetings in the last contract including headquarter meetings, on-site meetings and conference meetings. Campbell-Hill and Howard Mann has supported ASD efforts resulting in new market entry with Aer Lingus, Icelandair, Qatar Airways, Alaska, Frontier, Spirit and Virgin America. C-H also has worked to develop a comprehensive air service discussion with American Airlines including multiple yearly HQ meetings in DFW. This has supported PHL being able to attain new expanded domestic and international service.
- The Port of Portland has been a longstanding client of Campbell-Hill and the firm has assisted PDX with many high profile international and domestic route wins. Since Campbell-Hill has been under contract, PDX has received its first transatlantic scheduled service (with additional carriers and routes since then). In addition, our team helped re-connect PDX to the Asian market after Delta pulled its hub in 2001. Additional international routes have included AMS, FRA, KEF, LHR, GDL, PVR, and SJD. In 2020, Delta will begin nonstop service between PDX and Tokyo Haneda, a successful conclusion to a multi-year effort supported by the Campbell-Hill team. On

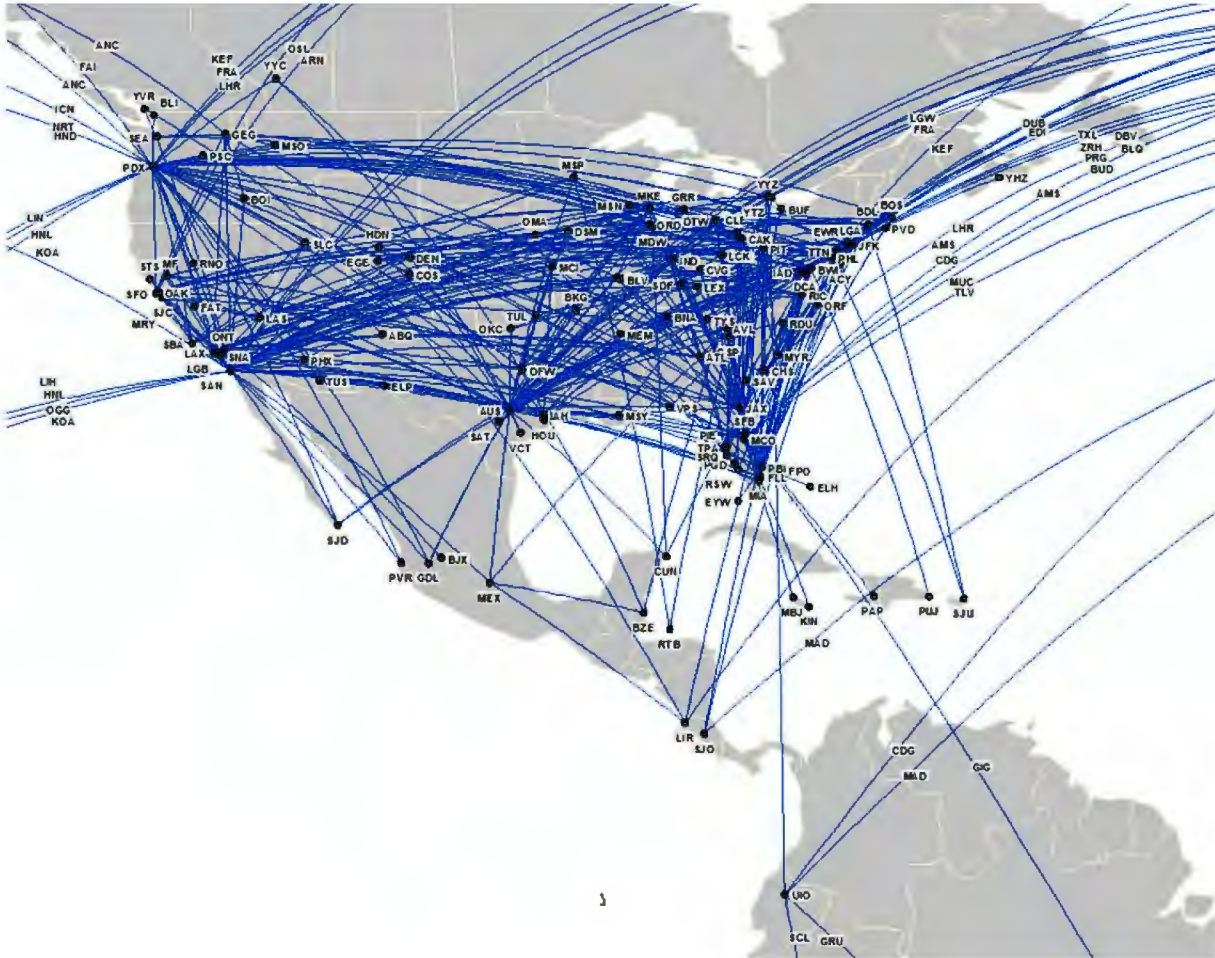
- the domestic side, PDX has added 52 new carrier/city-pairs since 2010 including new domestic destinations such as MCO, BWI, DCA, HOU, AUS, DAL, and STL. PDX continuously sets new passenger records and has been reclassified by the FAA from a medium hub to a large hub. The latest PDX win was British Airways to LHR in 2020 and Delta to Tokyo Haneda in 2020.
- For Austin, Campbell-Hill helped bring in eleven new airlines including British Airways for the high-profile London route. AUS's connection to London Heathrow has widely been praised by the industry as a landmark new route as it was the region's first Transatlantic route and British Airways' first new route operated by the Boeing 787. Since the beginning of the BA service, Austin has welcomed Norwegian, Lufthansa and (in 2020) KLM to Amsterdam. AUS is also setting new passenger records every month and passed the 15.8 million passenger mark in 2018 and will surpass 17.0 million in 2019.
 - In November of 2015, the San Francisco International Airport hired Campbell-Hill to conduct a comprehensive catchment area study. San Francisco (SFO) serves 57.7 million passengers annually and is the home to the largest single carrier hub on the West Coast. San Francisco uses Campbell-Hill for multiple international route forecasts.
 - Quito International Airport became an airport client in 2016 for Campbell-Hill and included work on air service development presentations, strategic planning, incentive analysis as well as conference support. Since Quito became a C-H client, our team has assisted with new Air France service to Paris CDG, Air Europa to Madrid, American re-instating service to DFW, LATAM to Santiago and GOL to Sao Paulo.
 - Campbell-Hill has supported BWI with over 200 conference meetings in recent years including extensive catchment analysis, on-site planning meetings and aviation conference presentations. An emphasis here has been on the complex service area. C-H assisted in recruiting Alaska, Allegiant, Frontier, Spirit and Sun Country to BWI. C-H also has worked to develop comprehensive air service discussions with both Southwest and Spirit, two major BWI tenants. This has supported BWI in being able to attain new expanded domestic and international service.
 - In November of 2015, the San Francisco International Airport hired Campbell-Hill to conduct a comprehensive catchment area study. San Francisco (SFO) serves 57.7

million passengers annually and is the home to the largest single carrier hub on the West Coast. San Francisco uses Campbell-Hill for multiple international route forecasts. In 2020, San Francisco hired Campbell-Hill to do a full air service strategy review for the post COVID-19 aviation world.

- The Ministry of Tourism of the Dominican Republic became a client in 2018 for Campbell-Hill and included work on air service development presentations, strategic planning, incentive analysis as well as conference support. Since the DR became a C-H client, our team has assisted them with multiple new route wins including Frontier on several routes to Punta Cana and Santo Domingo, Wingo on Santo Domingo to Bogota, SKY Airlines on Lima to Punta Cana, Aerolineas Argentinas to reinstate the Buenos Aires – Punta Cana nonstop, among others.

Campbell-Hill's work on behalf of the clients shown above has resulted in the following new services:

437 New Nonstop Routes from 41 Different Airlines Since 2010



101 New Nonstop International Routes by 32 Carriers Since 2010



Campbell-Hill regularly participates in several air service development conferences throughout the year including World Routes, Routes Americas, World Airline Total Networking, and JumpStart. We also regularly attend Routes Europe, Routes Asia, and the Allegiant Conference with many of our airport clients. Even though these meetings typically only last about 20 minutes, we design our client presentations to provide the most critical facts and figures to airlines to maximize every minute of our allotted time.

Our air service development work with MCO and other airports closely tracks the RFQ scope of services. The bulk of the time is spent strategizing, preparing route analyses and forecasts, building business cases and assisting the MCO team with material prep for airline meetings at airline headquarters or networking conferences. The Campbell-Hill team brings a wide range of skills that are perfectly matched to MCO and extremely timely for the current and future air service environment in the Orlando and Central Florida region:

Evaluating and Incorporating Leakage and Reverse Leakage Trends to Competing International Gateways: Campbell-Hill has utilized well-respected leakage and catchment area methodologies for Orlando, Central Florida as well as others. Orlando has many markets with under-reported O&D traffic due to its proximity to other major Florida markets. Campbell-Hill incorporated its leakage analysis into the highest

levels of MCO analysis for its development of various international airline business cases in order to show how much true market demand was sourced from the Central Florida catchment area. In previous meetings during the San Diego Tokyo recruitment process, Japan Airlines had been so impressed with the Campbell-Hill analysis of the LAX/SAN region that they requested Campbell-Hill continue the analyses even after the SAN-NRT nonstop service began. The recent high-profile adds of Orlando – Amsterdam, expansion of Spirit in Latin America and Portland all are testaments to the C-H leakage brand within the airline boardrooms.

Understanding Hub Carrier Business Models: Orlando, as a key international O&D market, has many opportunities with regards to domestic and international route additions. Campbell-Hill, through its direct work with various air carriers serving Orlando, understands the very techniques that are used when analyzing a network of routes and our aforementioned list of route successes is a testament to this. Our proposed team's extensive airline economic/regulatory work also has incorporated large route networks. Orlando has the benefit of being a critical network link on all of the major U.S. legacy carriers. This allows all of the three global alliances the opportunity to gain local market share or for new point to point operations to arise with the Big 3 network carriers. One does not know how the COVID-19 crisis will pivot some of the network carriers into new point-to-point opportunities in the short term (United's recent expansion into markets from Orlando).

Understanding and Developing Success in the Growing LCC and ULCC Space: Orlando has seen JetBlue, Southwest, Spirit and Frontier have huge levels of expansion in recent years. These carriers have been critical to driving enplanement growth at MCO and Campbell-Hill has been supporting the airport in each of these initiatives. Many of our client successes in recent years have been with carriers in this space and our firm has the understanding of how to approach market stimulation with these carriers and how they capture passengers from the broader catchment area. While there may be some short-term pain with COVID-19, there is no doubt that ULCCs and LCCs may be the most nimble and fastest to respond in a market like Orlando.

Related Skill Sets in Economic Impact, Cargo and Incentive Analysis: Even as a top 10 global destination, Orlando cannot rest on its laurels with regards to believing the community understands the value of its current and potential new air service. Campbell-Hill works diligently to take current proposed MCO deliverables and

then incorporate economic impact analysis, cargo related air service development support and advising on appropriate levels of incentives to offset risk. Our team has the ability to continue to assist Orlando understand the unique economic impacts of new routes to Asia, re-established routes to Europe, etc. Orlando and its community understand the value and importance of linking the first Pacific nonstop to the market and how that would subsequently reverse connecting passenger and trends.

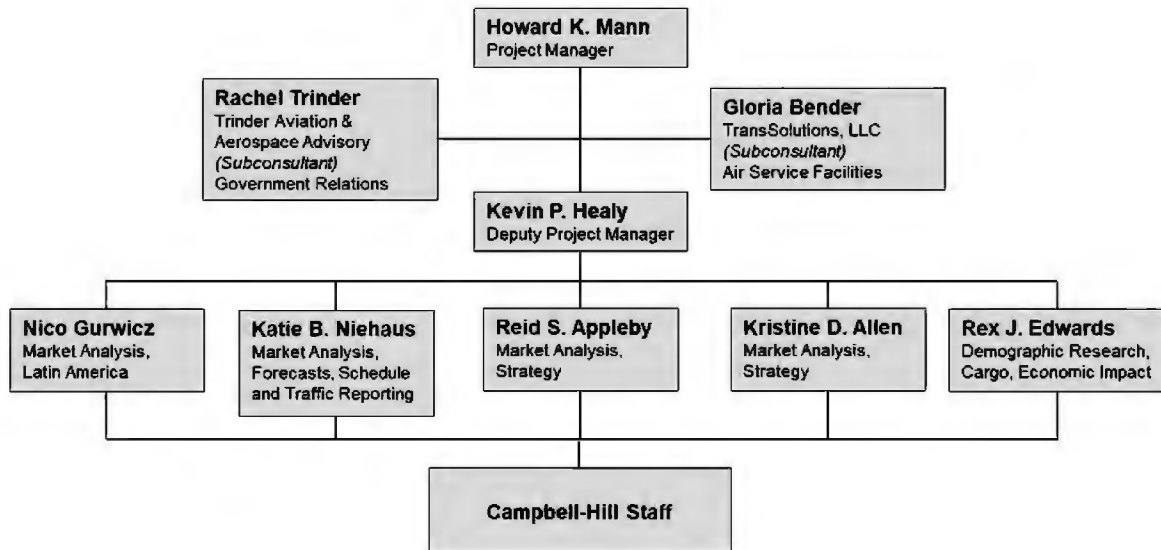
On-Demand Capabilities for Studies, Reports: Gate utilization, BREXIT impacts, Open Skies issues, Mergers, Bankruptcies, wet-leasing, carrier connections in the new South Terminal – these are all items that MCO Airport leadership will be working on over the coming years. Campbell-Hill already has direct experience working with MCO leadership on these efforts and has proven that it can be nimble and responsive with whatever comes up with regards to the scope of work in the *Aviation Speciality Services RFQ*.

4.2 Organization Chart and Resumes (Response to RFQ 3.0-E-2)

The following organizational chart shows the Campbell-Hill team members along with their reporting relationships. Howard Mann, Vice President, will continue to have overall responsibility for the firm's relationship with MCO. Because of the complementary nature of our group's skills, every staff member will be involved in MCO projects as appropriate.

Campbell-Hill is a limited liability company (LLC) that functions as a partnership with a corporate liability feature. Partners are designated as members and function as a board of managers similar to a corporate board of directors. Campbell-Hill's members/managers are: Campbell-Hill Acquisition, LLC; Rex J. Edwards; and James I. Lundy.

Campbell-Hill Team Organizational Chart



4.3 Lead Individual/Project Manager

If Campbell-Hill is selected, Howard Mann, Vice President, will serve as the Lead Individual/project manager. He will lead all of Campbell-Hill's air service development work for the airport, and will receive support as required from the firm's other aviation consulting professionals in addition to the proposed subconsultants. Mr. Mann is also well known with MCO's various stakeholders with regards to air service development.

Campbell-Hill is uniquely qualified to prepare air service presentations because of its main air service principals' background and the analytical and marketing skills of its associates. Mr. Mann has been providing air service development consulting services to airports for over 15 years, including a total of 5 years with Orlando and has been involved with air service development efforts for over 50 different airports, both within the U.S. and international, targeting service from every U.S. domestic carrier and a host of international airlines as well. Mr. Mann is also uniquely qualified for this project as he spent five years representing U.S. Airport's (including MCO) in U.S. Bilateral trade agreement negotiations. He is able to bring relevant experience and knowledge to the role of Project Manager for MCO and has worked extensively with the proposed subconsultant team member Trinder Aviation & Aerospace Advisory in these work efforts for over 15 years.

Resumes for the Campbell-Hill team can be found in Section 4.5.

4.4 Summary of Staff Skills

Campbell-Hill has twelve aviation professionals, eight of which have airline backgrounds. All staff members have worked on and participated in numerous air service presentations and air service projects for our clients. In addition, Campbell-Hill is proposing a sub-contractual partnership with the following firms:

Trinder Aviation & Aerospace Advocacy, PLLC

Campbell-Hill is supplementing our team with Rachel Trinder, President & CEO of Trinder Aviation & Aerospace Advocacy, PLLC, a Washington, DC law firm. Rachel is a leading expert on U.S.-China aviation issues, provides valuable insight to International traffic rights and air service route selection proceedings and has extensive experience with the U.S.-China Bilateral negotiations. Rachel has an M.A. in Jurisprudence from Oxford University and LL.M from the University of Virginia. As outlined below, Campbell-Hill has significant experience with Asia/Pacific aviation markets and air service development in the region, Rachel will add a unique legal and tactical perspective that will be beneficial to our advocacy for MCO.

TransSolutions, LLC

Established in 1998, TransSolutions offers transportation and facility design clients a unique business proposition by combining the skills of industrial engineering and operations research. We blend an in-depth understanding of operations and planning objectives and often serve as liaison between the project stakeholders to ensure facilities meet the needs and requirements of all. Our consulting services provide our clients with better decision-making information, allowing them to improve operational efficiency, forecast infrastructure requirements, enhance the level of customer service, and reduce costs. The firm has completed hundreds of analyses for airport authorities, airlines, and civil aviation administrations, successfully evaluating transportation infrastructure projects at each of the 50 largest airports in North America, and 9 of the world's 10 largest airports.

Based in Fort Worth, Texas, TransSolutions is a women-owned business and is certified as a Disadvantaged Business Enterprise (DBE) pursuant to 49 CFR Part 26 by the local North Central Texas Regional Certification Agency (NCTRCA) as well as over 35 other certification agencies around the country.

TransSolutions' experience at Orlando Int'l Airport:

TransSolutions is knowledgeable of operations at Orlando International Airport through a variety of projects over more than 20 years. We have provided passenger flow analyses through the existing international immigrations/customs facilities and also have evaluated passenger processing requirements for the initial phases of the new South Terminal. Extensive analyses of the baggage handling system and inline baggage screening at both the existing terminal and the new South Terminal were performed to meet TSA's requirements. TransSolutions also examined vehicular movement on the current terminal curbsides to improve curbside Level of Service. And on the airside, our analyses have been used in the master plan update and to estimate when future runways would be required, evaluate phasing of runway reconstruction, analyze taxiway requirements near the South Terminal, and test the benefits of additional crossfield taxiway bridges.

The following table summarizes the range of skills and services for each Campbell-Hill team member:

Area of Expertise	H. Mann	K. Healy	N. Gurwicz	K. Niehaus	R. Appleby	K. Allen	R. Edwards	K. Schorr	E. Ford	J. Lundy	D. Hill	T. Schroder	R. Trinder	G. Bender
Airport Strategic Planning	✓	✓	✓		✓			✓	✓	✓	✓			
Route Planning & Analysis	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Passenger Air Service Presentation	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓		
Analysis of Industry Issues	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
Airline Schedule Analysis & Design	✓	✓	✓		✓	✓		✓	✓		✓			
Federal Regulation & Oversight	✓	✓								✓	✓		✓	
Application Support for Federal Funding	✓	✓						✓		✓			✓	
Business Plan Development & Analysis	✓	✓	✓		✓			✓	✓	✓	✓		✓	
Litigation Support & Expert Testimony		✓			✓		✓		✓	✓	✓		✓	
Cargo Air Service Development							✓			✓				
Model Development and Programming		✓	✓	✓	✓	✓	✓		✓	✓	✓			✓
Geographic Information Systems							✓					✓		
Demographic Research	✓	✓		✓	✓		✓	✓	✓	✓		✓		
Graphic Design												✓		
Database Development & Analysis			✓	✓	✓	✓	✓		✓	✓		✓		✓

4.5 Resumes

Howard K. Mann, Vice President

Mr. Mann joined Campbell-Hill in February 2015 as a Vice President. He brings more than 20 years of aviation consulting and Washington experience. Before he joined Campbell-Hill, Mr. Mann held the role of Vice President with another consulting firm where he specialized in air service development, strategic planning and regulatory policy to airport, airline and industry clients. Mr. Mann has played a role in supporting air service work for U.S. Airport clients since he began work at the firm including conference support, airline headquarters support and air service development tasks. Mr. Mann, also brings direct air service development experience with Orlando to our project team since he has been serving as the Project Manager for the contract. Mr. Mann currently supports work in Columbus, Denver, Philadelphia, Quito, San Francisco and Vancouver. Mr. Mann was on the official U.S. delegation representing U.S. airport interests through ACI-NA for the 2003, 2004 and 2005 negotiations between the U.S. and China.

Throughout his career, he has created and implemented strategies to grow and retain traffic for both incumbent and potential new entrant carriers at airports around the world. In his current role at Campbell-Hill, he led numerous successful air service and aeropolitical projects across

many domestic and international clients. Mr. Mann has an in-depth comprehension of market data from government and community sources, an understanding of the changing business models of target air carriers and forecasting skills to work with carriers on expected performance. He is a frequent speaker at airport community events, board meetings and industry conferences regarding air service development strategy. Mr. Mann brings a unique approach to air service development by incorporating aeropolitical and passenger facilitation policies into route proposals to ensure new itineraries are sustainable in the future.

Prior to joining the consulting side of the business, he served with ACI-NA where he worked extensively with U.S. and Canadian airport members on a wide variety of issues including bilateral air service policy, domestic air service and passenger facilitation. While at ACI-NA, Mr. Mann managed the JumpStart program for three years as well as worked with member airports on U.S. passport and visa policy, US-VISIT and various other CBP Issues.

Mr. Mann has been involved in many recent new routes including the market entry of Aer Lingus, Icelandair, Spirit, Alaska and JetBlue market entry in Philadelphia, Air China, Turkish, SAS, Korean, EVA Airways to Houston, Delta Airlines Orlando – Amsterdam, Air Canada and WestJet in Belize, Sun Country into Roatan, Liberia and Palm Beach, Air Canada, Air France, LATAM and GOL into Quito, Air Transat into Costa Rica, WestJet into Roatan, Economic Impact of International service at Houston Hobby, Volaris market entry at Reno/Tahoe and Austin, Southwest market entry at San Jose, CR, Southwest Mexican launches and WestJet market entry at Orange County. He has also done extensive regulatory support work for the Transportation Research Board and Association of Asia Pacific Airlines across multiple federal agencies in Washington, DC.

Education

B.A. Dual Major, Business Management & American History, University of Pittsburgh

Kevin P. Healy, President & CEO

Kevin P. Healy joined Campbell-Hill in October 2011 as a Senior Vice President and was named President & CEO in March 2017. Previously, Mr. Healy served as Senior Vice President of Marketing and Planning at AirTran Airways. At AirTran, Mr. Healy was pivotal in implementing the airline's successful low-cost business model. Starting in 1999, he directed all aspects of AirTran's commercial and strategic planning and was part of the team that led the turnaround and eventual sale of the company to Southwest Airlines.

Mr. Healy led AirTran's innovative strategy of providing low fares and quality service on all of its routes. Under Mr. Healy's leadership, AirTran developed and adapted strategies, as needed, to maintain profitable growth in a highly competitive and increasingly complex market. As a result, in January 2010, AirTran was awarded the prestigious Market Leadership Award from *Air Transport World (ATW)*, a leading monthly magazine covering the global airline industry.

Mr. Healy developed AirTran's growth strategy with service to over 70 cities across the United States, Mexico, and the Caribbean. Mr. Healy has extensive experience in both conventional and emerging travel distribution systems. He was named by *Business Travel News* to the list of "Most Influential Executives in Business Travel" in 2005.

Mr. Healy offers Campbell-Hill's clients the benefit of his senior level airline perspective gained through his thirty years of wide-ranging airline experience involving route strategy, scheduling, pricing, revenue management, distribution, sales, public relations, and government affairs.

In addition to airline and airport clients, Mr. Healy has testified before the U.S. Senate Committee on the Judiciary, provided expert assistance to the U.S. Department of Justice and Competition Bureau of Canada, addressed numerous Federal, State and Local officials and worked with various law firms and clients on airline anti-trust issues. Mr. Healy has presented papers and addressed numerous aviation organizations including Airlines for America (A4A), Airports Council International (ACI), and American Association of Airport Executives (AAAE).

Mr. Healy has gained insight into economic development and public-private partnerships through service to numerous civic organizations. Mr. Healy was appointed by Governor Jeb Bush to the Florida Commission on Tourism and served on the Commission as well as the Board of Directors for Visit Florida from 2002 to 2011. Mr. Healy served on the Board of the Orlando-Orange County Convention & Visitors Bureau and the Board of Directors for Central Florida Partnership. Before joining AirTran, Mr. Healy held management positions at US Airways and Piedmont Airlines involving pricing, revenue analysis, and yield management.

Education

Spring Hill College

Nicolas Gurwicz, Director

Mr. Gurwicz brings ten years of diverse travel industry experience from his work at both legacy and low-cost carriers. Most recently, he served as the Business Development Manager for Iberia, a part of the International Airlines Group, with responsibilities for Iberia and LEVEL's North American point of sale and British Airways' Mexico point of sale. As part of his role, Nicolas was responsible for developing LEVEL's commercial plan as the new carrier entered the US market. In addition, Mr. Gurwicz was a key player in executing the launch of Iberia's latest market entry (SFO) in the country. He also oversaw the planning and execution of Iberia's premium economy launch strategy.

Previously, Nicolas worked as a Business Consultant at Southwest Airlines in their International Network Planning department. In that role, Nicolas contributed to Southwest's successful entry to international markets, Latin and Caribbean expansion, trans-border growth at Houston Hobby, its historic initiation of service to Cuba as well as the company's short-term and long-term plans. Nicolas represented Southwest at numerous route development conferences where he discussed new market opportunities presented by airport authorities and tourism boards.

Most recently, Mr. Gurwicz has managed or been involved with air service related projects for Aruba (AUA), Belize (BZE), the Ministry of Tourism for the Dominican Republic (SDQ, PUJ, POP, AZS, LRM, STI), Liberia (LIR), San Jose Costa Rica (SJO), Orange County (SNA), Quito (UIO), Roatan (RTB) and Tenerife (TFS).

Areas of Specialization

- Airline network strategy
- Air service development
- Route forecasting
- Route planning and analysis
- Competitive analysis
- Airline performance evaluation
- Revenue analysis

Education

B.A. Geography and Environmental Studies, University of Haifa, Israel

M.Sc. Air Transport Management, School of Engineering, Cranfield University, UK

Katie Niehaus, Research Director

Katie Niehaus is a senior research professional specializing in airline route, financial, and marketing analysis. Ms. Niehaus brings to the firm broad analytical experience in the airline industry.

At Continental Airlines, she worked in distribution planning, specializing in online sales strategies, international sales channel development, and Global Distribution System relationships. And at Alaska Airlines, she focused on inventory management and route planning and performance analysis.

Finally, at US Airways she managed the revenue analysis team, which provided analytical and strategic support to the pricing, codeshare, route planning, inventory management, and sales departments. Ms. Niehaus also worked closely with America West staff during the implementation of the merger with US Airways.

Prior to joining the airline industry, Ms. Niehaus worked for American Management Systems, an information technology consulting firm, where she was responsible for system implementations, user training, documentation, and programming.

Education

B.S., Commerce, University of Virginia

M.B.A, University of Texas

Reid S. Appleby, Vice President

Mr. Appleby joined Campbell-Hill in 2015 as a Vice President. He brings 28 years of experience at American Airlines in a variety of management roles at its head office and at DFW Airport. He specializes in network planning, route forecasting and air service development.

Most recently, Mr. Appleby managed AA's Atlantic Joint Business network planning activities with British Airways, Iberia and Finnair. This role encompassed strategy, planning and route selection to increase market share and optimize financial returns. Examples of transatlantic routes analyzed, recommended and implemented include Miami-Barcelona, Miami-Milan and New York-Dublin. Mr. Appleby also served as American's manager of route planning, leading a staff of analysts to identify and forecast route opportunities for AA's U.S. and worldwide network, including both mainline and regional flying.

During his tenure at American Airlines, Mr. Appleby attended numerous industry conferences where he met with airports, tourism and business groups from around the globe to discuss and develop route proposals. For example, he worked with a wide variety of domestic airports as well as Dublin, Dusseldorf and Milan Malpensa leading to the inauguration of additional transatlantic service at those airports.

Mr. Appleby has also been active in International Air Transport Association (IATA) forums. He served for three years as Vice Chairman of IATA's Schedules Information Standards Committee. In this role, he helped develop industry standards and practices to best meet the business objectives of airlines, airports, air traffic control, schedule aggregators and GDS companies.

In addition to his extensive airline route planning background, Mr. Appleby has experience in competitive analysis, flight scheduling, marketing development, revenue management and airline budgeting.

Education

B.A. Middlebury College

Kristine Allen, Research Director

Kristine Allen brings over 20 years of diverse airline and aviation industry experience to Campbell-Hill. Most recently, she served as a Management Consulting Principal Director for Seabury Consulting (now part of Accenture) where she focused on air service development, traffic forecasting, leakage analysis, airline industry analysis and analyst/client training.

Prior to her consulting role, Kristine worked in International Route Strategy at US Airways where her analytical and forecasting work led to 8 new Caribbean/Central America routes. Kristine also spent time at airBaltic in Riga, Latvia where she rose to the level of CFO/Senior Vice President Finance & Control.

Areas of Specialization

- Air Service Development
- Financial Analysis
- Traffic Forecasting
- Economic Analysis
- International Route Strategy

Education

B.A., Mathematics, Economics, Colgate University

M.S., Public Accounting, University of Hartford

Rex J. Edwards, Vice President

Rex J. Edwards is the firm's expert in the development of economic impact and cost/benefit methodologies. He has developed analytical methods for adapting proven economic impact models for the unique requirements of all aspects of commercial aviation. He has recently completed studies showing the impacts of two airlines (Emirates and Allegiant) on the U.S., including passenger and trade stimulation effects. Mr. Edwards has managed a number of studies on the economic impact of airports and multi-airport systems, as well as analyses related to new airport or facility development, specific service initiatives, regulatory liberalization and operating procedures. Mr. Edwards has modelled competitive and economic impact for multiple airline merger analyses as well as national studies measuring the impact of all commercial aviation activity at the state and congressional district level.

Mr. Rex Edwards has nearly 40 years of experience in the economic analysis, forecasting and modeling of existing and proposed freight transportation systems and facilities. He is proficient in creating transportation databases for market development strategies, infrastructure development planning and transportation systems analysis. He produces an annual data base of air trade flows by market, commodity type, and U.S. state of origin/destination, and supplies extracts of these data for airport market analysis and route case proceedings.

Mr. Edwards directs the firm's analysis and modeling of air cargo systems, as well as providing general feasibility and economic impact analysis to airports, airlines and industry groups. He has been responsible for air cargo analysis and data development for 17 U.S. airports ranging from detailed baseline market studies to targeted data analysis used for presentations to combination and all-cargo carriers.

Education

B.A. Mathematics and Economics, College of William and Mary

Kevin Schorr, Vice President

Mr. Schorr specializes in creating and delivering air service presentations and strategic advice for airport clients of all sizes. He has been involved with air service development efforts for nearly sixty different airports, targeting service from every U.S. domestic carrier and many international airlines. Mr. Schorr has been performing air service development consulting services for airports since 2001. Prior to that, he was the Director of Domestic Strategies and Alliances for Trans World Airlines (“TWA”). Mr. Schorr is also a recent member of the ACI-NA Marketing and Communications Committee Steering Group and is regularly invited to speak at industry events and interviewed by the press.

Most recently, Mr. Schorr has managed or been involved with air service related projects for Austin-Bergstrom International Airport (AUS), Jacksonville International Airport (JAX), Sacramento International Airport (SMF), Raleigh-Durham International Airport (RDU), Kansas City International Airport (MCI), Santa Barbara Airport (SBA), Spokane International Airport (GEG), Oklahoma City Will Rogers World Airport (OKC), Syracuse Hancock International Airport (SYR), Greenville-Spartanburg International Airport (GSP), Aruba (AUA), and Phoenix Sky Harbor International Airport (PHX).

Mr. Schorr has assisted airports with many recent new routes including AUS to Frankfurt (FRA) on Lufthansa and Condor; AUS to Amsterdam (AMS) on KLM; AUS to London-Gatwick (LGW) and Paris (CDG) on Norwegian; AUS to London-Heathrow (LHR) on British Airways; SBA to Salt Lake City (SLC) on Delta; GEG to Atlanta (ATL) on Delta; GEG to Chicago-O’Hare (ORD), Houston-Bush Intercontinental (IAH) and San Francisco (SFO) on United; GSP to Chicago-O’Hare (ORD) and Miami (MIA) on American; OKC to Washington-Reagan/National (DCA) on Southwest; AUS, GSP and JAX to multiple destinations on Allegiant, Frontier and Spirit; AUS to Calgary (YYC) on WestJet; AUS to Mexico City (MEX) on Aeromexico; AUS to Toronto (YYZ) on Air Canada; and, AUS to Minneapolis/St. Paul (MSP) on Sun Country.

Education

B.S. Civil Engineering

M.S. Civil Engineering (Transportation Systems)

M.B.A. from Washington University in St. Louis

James I. Lundy, Vice President

Joining the firm in 2003, Mr. Lundy specializes in economic research and analyses that are utilized in air service presentations as well as research reports. During the course of his employment, he has provided and directed research and analysis for over 500 air service presentations to passenger airlines and freight airlines on behalf of the firm's airport clients. In addition, has extensive experience in performing leakage analyses that are incorporated air service presentations. Mr. Lundy also regularly presents airport business cases to airlines. Mr. Lundy has been the lead analyst on all BWI presentations assigned to Campbell-Hill since 2011.

Mr. Lundy regularly prepares route forecasts and estimates total market sizes for air service presentations. Additionally, Mr. Lundy prepared economic exhibits filed with the U.S. Department of Transportation for Hawaiian Airlines in its successful bid for authority to serve Tokyo Haneda Airport and for Delta's successful application to serve China for the first time in 2007.

He co-authored three studies examining the financial feasibility of the Chicago O'Hare Modernization Program and provided research and analysis on behalf of the Air Transport Association of America and Southwest Airlines regarding the assessment of security fees by the TSA. Mr. Lundy has assisted Southwest Airlines in many regulatory matters over the past ten years including its acquisition of AirTran and all U.S. DOT contested route cases, including Air 21 slot cases.

Mr. Lundy has also assisted in calculating the economic impact and consumer benefits of airports, airlines and other transportation entities including calculating the consumer benefits of Virgin America. He has utilized transportation data in developing statistical models that have been used by the U.S. Department of Transportation in calculating mail rates paid to air carriers.

Education

B.B.A., Finance, Minor in Economics, James Madison University

M.B.A., University of Maryland Robert H. Smith School of Business

Eric K. Ford, Vice President

Mr. Ford joined Campbell-Hill in September 2011 as a Vice President. He has over thirty years of wide-ranging airline industry and aviation consulting experience involving air service development, pricing, planning, and financial analysis. Before joining Campbell-Hill, Mr. Ford was a Senior Manager at Oliver Wyman and a Vice President at Eclat Consulting. Prior to consulting, he held management positions at United, Northwest, and US Airways, where he served as Director of Pricing and Pricing Development.

Through consulting work, Mr. Ford prepared domestic and international air service proposals for numerous medium and large U.S. airport clients. He has developed short- and long-term traffic forecasts for master plans, bond Issuance and airport cost, revenue, and operational benchmarking projects. In addition, Mr. Ford produced studies of passenger diversion trends between airports, analyzed impacts of airline merger scenarios, and provided financial strengths and competitive assessments to airports, government entities, and investors.

At US Airways, Mr. Ford was responsible for all domestic pricing activity, domestic and international fare rule development, and strategic and tactical revenue analysis. He also served on the task force that designed and launched MetroJet, an “airline within an airline”, and he led an inter-airline team that reviewed federal ticket alternatives. Mr. Ford’s additional airline expertise includes constructing tracking models of diversion trends between airports, analyzing and executing pricing experiments to stimulate traffic and revenue growth, and examining all corporate incentive programs.

Education

B.A., Computer Science and Economics, DePauw University

Todd E. Schroder, Research Director

Mr. Schroder joined the firm in June of 1996. He works extensively on competition issues in the domestic air service market, international aviation agreements, and trade negotiations. Mr. Schroder is involved in nearly all of Campbell-Hill's airport marketing presentations performing database research, preparing technical information, defining airport service areas, demographic research, information mapping, and graphic design.

His work involves the use of DOT air carrier databases, Airlines Reporting Corporation (ARC) and MIDT passenger booking data, Innovata flight schedules, and geographical information systems (GIS). He is Campbell-Hill's expert on information systems and networks.

Mr. Schroder brings strong marketing and research skills to the firm from Saab Aircraft of America, where he spent eight years in the marketing group. There, he held positions in technical sales, market research, and airline sales. His research involved analyzing airline operations and financial information, analyzing and evaluating the aircraft industry, and assessing competitive issues. His marketing activities included data base development, developing marketing strategies, creating marketing presentations, and directing sales campaigns.

Education

B.S., Aviation Business Administration, Embry-Riddle Aeronautical University

Rachel Trinder, Special Advisor

Rachel Trinder brings to the table several decades of experience advising airports on the planning and regulatory aspects of developing air service and in liaising with the federal agencies in Washington that oversee airport and other aviation matters, including DOT, FAA, CBP, DHS, and the Departments of State, Commerce and Justice, each of which plays a unique role in regulatory oversight and compliance. She also has a strong background in airline regulation and certification, experience that is highly valuable in advising on air service development and other unique airport needs.

This includes in-depth experience in all phases of international bilateral agreements and in developing strategies for attracting new carriers, as well as advising on international traffic rights and availability, airport air carrier incentives programs, airport revenue use matters applicable to air service development, airport slot controls, DOT limited-entry route proceedings, citizenship issues applicable to international route rights, air carrier alliances and codesharing, airport support of domestic and foreign carrier licensing applications, CBP staffing for international operations, CBP reimbursable agreements for enhanced facilitation staffing, OFAC licensing and sanctions, and TSA foreign airport last-point-of-departure and other security matters.

In addition, she is highly experienced in problem-solving, providing strategic and tactical advice and furthering the interests of her clients through focused government relations approaches. This work has involved advising on bilateral needs and negotiating strategies, partnering with economic advisers on traffic and related data development, preparation of arguments and air service exhibits for airport support of limited entry route and frequency applications, resolution of issues involving foreign government licensing and oversight, advice regarding options for attracting new service, and developing and implementing successful advocacy approaches to government agencies with respect to funding, legislative issues, and federal agency matters. Her work has been instrumental in obtaining multiple new international air services, and she also has extensive experience in airport compliance matters, both at the agency and court level.

For many years Rachel has advised one of the world's largest airport systems on a broad range of legal matters, and she has advised several countries and foreign government agencies regarding the negotiation of international aviation agreements and compliance with international law requirements. Rachel has been involved in particular in the complex matters related to the U.S.-China air services agreement and the U.S.-E.U. bilateral, including insofar as a post-Brexit U.S.-U.K. bilateral is concerned, and assisted in securing new Air China services to Houston in 2013.

Born in Africa and educated in the U.K. and the U.S., Rachel is active in the Washington aviation and legal community. She served on the Board of Governors of the Aero Club of Washington from 1993-2007 and as the Club's President in 2000. She has served on the Board of Aeronautic Association and was President of the International Aviation Club and a member of its Board of Directors for several years. She also has served as Chairman of the Federal Bar Association Section on International Law, Chairman of the Federal Bar Association Space Law Committee, and as a Board member of the International Aviation Women's Association. She

enjoys the highest “AV-Pre-eminent” rating for her services and has been recognized as one of the world’s Leading Women in Business Law.

Education

M.A., Jurisprudence, Oxford University

LL.M, University of Virginia

Member, District of Columbia Bar

Gloria Bender, Special Advisor

Ms. Bender is an industrial engineer who has over 35 years of experience in operations and facility capacity analyses, conceptual design, and expansion planning. She is a co-founder and co-owner of TransSolutions, where she was instrumental in establishing the airport landside consulting area including airport security and baggage systems, terminal and passenger flow analysis, and airport curbside and roadway systems. She championed development of the Operational Excellence Consulting practice in 2009. Ms. Bender currently serves many projects as the Principal-in-charge (PIC), responsible for overall project quality and client satisfaction. She also serves select projects as the working project manager.

Key Project Contributions:

- Comprehensive subject matter expertise in US aviation industry stakeholders, planning practices, operations, governance and regulatory requirements.
- Significant success applying industrial engineering and lean principles to provide value to clients.
- Talented facilitator adept at developing consensus for new processes to serve complex adaptive systems.

Relevant Project Experience:

TransSolutions, Fort Worth, TX 1998 – Present

- Airport Terminal and Landside Studies. Project Manager for hundreds of simulation analyses of new and renovated airport terminals, evaluating passenger and baggage flow through terminal facilities and systems, as well as vehicular flow on the curbside and access roadway systems. Sample projects include:
 - Kansas City International Airport Terminal Planning: *Served as Principal-in-Charge on project to determine the future year terminal facility requirements for MCI's check-in hall, security screening checkpoint, Federal Inspection Services facility, and baggage claim devices. A discrete event simulation model was developed to perform a quantitative assessment of the terminal areas under future demand levels.*
 - Seattle-Tacoma International Airport Gating Analyses: *Served as Principal-in-Charge on projects for Alaska Airlines to determine need for additional gates based on anticipated future demand. Analyses provided a better understanding of the current use of the common-use gates – identifying times of peak-use and detailing international vs. domestic makeup during those peaks.*

Federal Inspection Services (FIS) Facility Analysis. Project Manager for numerous simulation analyses of new and renovated Federal Inspection Service facilities. Projects include:

- Washington Dulles International Airport – *International Arrivals Building (IAB) Federal Inspection Service (FIS) Study: Managed project to evaluate the proposed expansion of the IAB to ensure that future anticipated demand levels can be accommodated. Specifically, evaluated the performance of primary passport control, baggage claim, exit control, and secondary inspections under the planning-day demand level using simulation model.*

- DFW FIS Capacity Analysis: *Evaluated the available capacity and potential throughput for the DFW Terminal D FIS.*
- George Bush Intercontinental Airport, New Terminal E FIS - Houston: *Compared capacity of the existing Terminal D, FIS to improved operations and expansion scenarios. Identified the expansion alternatives that would produce the best performance. More recently, evaluated performance of the proposed ISE FIS facility.*
- Orlando International Airport: *Evaluated expansion plans for FIS facilities at Airside Terminals 1 and 4. Demonstrated that planned expansion plans would alleviate passenger congestion within the facility and provide adequate capacity to meet peak demands.*

Education

M.S., Industrial Engineering, University of Texas at Arlington (1988)

B.S., Industrial Engineering, University of Texas at Arlington (1982)

5.0 SPECIFIC APPROACH AND METHODOLOGY (Response to RFQ-F)

Campbell-Hill Aviation Group is fully prepared to continue providing consulting services to the Orlando International Airport. The Campbell-Hill team has been working with MCO on various domestic and international air service initiatives, economic and operational analysis and has consistently shown that multiple deliverables can be completed on-time with various deadlines.

The proposed team is prepared to continue high-quality work that focuses on air service development presentations, in-depth analysis that is respected by airline industry executives, economic impact work, conference support, strategic planning for new passenger and cargo services, industry leading catchment analysis as well as being a true champion for Orlando.

Our firm has consistently proven to MCO leadership that we are fully capable and enthusiastically perform all the proposed tasks that have been included in this RFQ. Many of the proposed tasks can be directly tied to recent deliverables that our firm has completed for the MCO staff.

Campbell-Hill and the proposed project Manager, Howard Mann and deputy project manager, Kevin Healy, have proven that they can lead a team that brings the necessary value-added, results driven air service development work to the Orlando International Airport. MCO also is aware of the relevant experience that our firm has gained at peer airports, since we have incorporated all best practices and lessons-learned into our work efforts.

5.1 Case Study (Response to RFQ F-1)

Campbell-Hill was hired in April 2019 to develop analysis for the Lufthansa Group to start service between Orlando and Munich. At the time Lufthansa noted that they were looking at either operating it with mainline and or long haul leisure product, Eurowings. The attached presentation in Appendix A illustrates the type of value-added, quality deliverable that has been developed for Orlando in the current contract.

5.2 Aviation Specialty Consulting Services (Response to RFQ-2.0-A)

The airline and travel industry are in the middle of a true crisis with COVID-19 and that will definitely shape the future of air travel for business, leisure and ethnic travelers. Airlines are starting to rethink their entire strategies and building back up their airlines from near zero. This means that airlines are willing to think of new ways to do network planning and some out of the box ideas. Airlines are also looking for their airport and regional partners to provide any relevant data that can be helpful during the recovery process.

Orlando is a market that can rebound from the COVID-19 crisis and look at various different airline partners to help its own recovery in the national and international air transportation system. The Campbell-Hill team is the best team to help support MCO with all of the proposed scope of work tasks that were laid out in the RFQ bid document.

5.2.1 Review of Annual Plan and Review of Air Service Development (ASD) efforts

The Campbell-Hill team is well-prepared to support MCO with annual plan review of air service development efforts. For the last three years, Campbell-Hill has led on-site reviews each December to help prioritize the air service development efforts for the coming year. These events have been coordinated with various parts of the GOAA leadership and have been well-received. These previous planning events were also in coordination with Mr. Michael Korens, the previous (now deceased) Washington, DC regulatory representative for MCO. This allowed the air service and federal government relations efforts to be perfectly synchronized. Campbell-Hill also does similar annual plan reviewed (either in person or with written updates) for PDX, AUS, BDL, SFO, UIO, YVR, YHZ, RTB and BZE. These plans typically review analyses of the past and current air service environment, identification of market needs, deficiencies and opportunities, identification of logical airline candidates for the identified opportunities, and a plan for a compelling business case to attract the desired airline.

Each plan (including the recent MCO plans) follows the same general format (which creates pricing efficiency as Campbell-Hill has incorporated the material into subsequent projects throughout the contract span) as follows:

- Industry update – review of overall national economic and employment trends; historical review of domestic and international airline traffic, Washington regulatory updates, revenue, profitability and capacity
- Review of previous year's air service goal and objectives and analysis of progress achieved
- Comprehensive review of MCO's air service changes since prior year; comparison to national trends in new air service; review of MCO markets with greatest change in capacity (gain/loss); domestic O&D traffic/revenue change since last year and benchmark to peer airports; identification of top MCO metropolitan O&D markets
- Review of MCO international O&D passenger market and service changes since last year
- Identification of top international air service targets based on largest O&D markets without nonstop service including leakage; priority markets for new or enhanced air services are identified along with target carriers, frequency and timeframe (short/medium/long)
- Development of international air service action plan that outlines timeframe for carrier meetings, venue (headquarters/air service development conference) and meeting purpose or target routes
- Identification of top domestic air service targets based on largest O&D markets without nonstop service, markets that require additional capacity (comparison of O&D passengers to seat capacity) and markets generating high load factors; priority markets for new or enhanced air services are identified along with target carriers, frequency and timeframe (short/medium/long)
- Appendices include the results of the data analyses used to produce the list of domestic air service target markets

Lead: Campbell-Hill Aviation Group

Support: Trinder Aviation & Aerospace Advisory Firm

5.2.2 Reviewing existing ASD marketing presentations – on-demand input

Campbell-Hill has the capability to prepare or review virtually any quantitative or qualitative technique that would be incorporated into an MCO ASD presentation for a major U.S. or global network, low-cost, ultra low-cost or niche airline.

Campbell-Hill can support MCO air service presentation with additional elements for a customized route study which includes an analysis of service potential, including leakage analysis if appropriate. Our team also has the ability to provide feedback on route schedules, local market stimulation, potential incentives as well as any other pertinent information. In recent years, Campbell-Hill has supported MCO with route forecasting for high-priority target airlines and markets. We use a highly sophisticated route-forecasting model for MCO for our more complex proposals. This model, while similar in functionality to standard industry QSI models, takes into account additional factors such as frequency, stops/connections, time of day, elapsed time, aircraft capacity, wing tipping, and nonlinear level of service and carrier preference. Campbell-Hill significantly upgraded the model in 2018 and continues to enhance its capabilities. Campbell-Hill also has worked proactively with the existing air service team at MCO in order to harmonize skill sets with in-house MCO managers to reduce costs and develop knowledge transfer opportunities. Ultimately, Campbell-Hill is there to support MCO with incremental support that adds value to the robust set of professionals on the GOAA Marketing team.

Campbell-Hill has a track record of providing valuable insight into MCO ASD presentations and has even reviewed potential slide formats and graphing techniques as a part of the previously mentioned annual air service plan process. Our team is prepared to continue our quick turnaround on requests for MCO with regards to presentation advisory support.

Lead: Campbell-Hill Aviation Group

5.2.3 Understand the impact of the changing global economic environment

Understanding aviation requires a deep understanding global and regional economic trends, impacts on demand and how those economic factors will impact airline business models and planning. In the past, that has included wars in certain parts of the world, pandemics in certain regions, political strife or severe economic challenges in many economies. The nature of the current Global Pandemic is unique in scope and has had a devastating impact on aviation. Normal planning criteria no longer apply, understanding and adapting air service development strategies, as well as air service *retention* strategies, is paramount.

The Campbell-Hill team has already been supporting MCO on this initiative. GOAA hired Campbell-Hill to facilitate and organize an situational briefing and industry outlook session for *Air Team Orlando* and a community town hall with *Visit Orlando* in order to help educate the region on what the current COVID-19 crisis means for Central Florida. Our team was able to present a wide perspective on both the industry as a whole during COVID-19, the changing demographics of travelers and an outlook and action plan for Orlando. This part of the proposed RFQ would even potentially include both of our subconsultants with regards to Washington perspective as well as any facility issues that could arise for the new normal that will potentially be required to re-start air service to certain regions.

Lead: Campbell-Hill Aviation Group

Support: Trinder Aviation & Aerospace Advsiory Firm, TransSolutions, LLC

5.2.4 Provide ongoing ad-hoc analysis for MCO tactical input

Campbell-Hill is prepared to continue to support the MCO team with relevant data that supplements its in-house capabilities. This helps MCO become more tactical in its approach to various types of air service development presentations.

Campbell-Hill subscribes to all the industry data sources either directly or via a service provider, such as Diio. As a U.S. company we have full access to the U.S. DOT O&D international O&D data. We also have established relationships with companies such as Travelport and ARC for ad-hoc data typically used in leakage and catchment area analyses. Most important, we have the skill and experience to know how to use the data, which database is appropriate, and which analytical tools are the most effective.

Anybody can access data – the critical distinction is knowing how to use or not use it. It is due to this knowledge that airlines have actually referred airports to Campbell-Hill for leakage studies/analyses.

Our databases and analytical software include:

- Innovata schedule data
- DOT O&D Survey
- FMg Global O&D Data
- DOT T-100
- DOT Form 41
- TSA Weekly Screening Data
- INS Statistics
- USTTA Survey
- MapInfo Geographic Information System (GIS)
- Polk Company Demographics
- Dun & Bradstreet Marketplace Business Database
- On Target Mapping Drive Time Analysis
- Rand McNally Milemarker Household Goods Routing Software
- Tableau

The firm purchases comprehensive traffic and schedule databases. Campbell-Hill accesses Lexis Nexis, Stat-USA and McGraw-Hill, as well as public databases such as Census data, EDGAR (SEC data), CIA economic and demographic data, and airline and airport web pages. ARC and/or MIDT data are purchased and analyzed for leakage studies/analyses on a regular basis for most clients. Campbell-Hill has been incorporating robust data sources, including zip-code level detail, into our catchment studies for over twenty years. The team also will benefit from Rachel Trinder's role as a subconsultant as she proactively monitors FAA, DOT, Congressional actions and initiatives that will have an impact on commercial aviation, particularly with bilateral efforts.

**Lead: Campbell-Hill Aviation Group Support: Trinder Aviation & Aerospace
Advisory Firm, TransSolutions, LLC**

5.2.5 Develop analysis of at-risk flights

Whether it comes through an annual strategic planning exercise or through a quick turnaround ad-hoc project, Campbell-Hill has the depth in its data analytics to respond to MCO with an idea of what flights should cause concern. Our firm routinely monitors and evaluates demand and airline performance data in order to assist and prepare clients to proactively understand what requires short term focus.

Campbell-Hill is also prepared with our subconsultants to provide any advisory services on potential air service incentive program changes or legal boundaries for specific programs.

By understanding at-risk flights and service, changing business models and airline strategies, the MCO team will have the best approach to quickly respond to and proactively address any at-risk service.

Lead: Campbell-Hill Aviation Group

5.2.6 Strategic efforts for MCO in Japan and China

The recent contract for Campbell-Hill helped the MCO team coordinate and prioritize efforts around the goal for new nonstop service to Japan and China. The Campbell-Hill role in the last five years has included a revived push for a true international leakage study for use by Asian air carrier targets in addition to helping forecast the route for various different opportunities.

Campbell-Hill has also supported MCO and would continue to do so with regards to prepping the MCO team before travel to Asia, additional ad-hoc ideas for supplemental slides and any necessary follow up issues that come up post-trip. Campbell-Hill has virtually no learning curve issue in terms of this strategic Asia/Pacific markets since we have also been involved in conference presentation meetings, calls, and follow up email communication.

Trinder Aviation & Aerospace Advisory would also be critical here with regards to the future issues with the bilateral agreements in Asia/Pacific.

Lead: Campbell-Hill Aviation Group

5.2.7 International leakage study

Campbell-Hill has airline-endorsed methodology for catchment area studies (i.e. leakage studies or airport utilization studies) and this has been a core staple of our continuing work efforts with MCO air service development. In addition, for many years, Campbell-Hill has had an industry leading product that incorporates zip-code level detail into our studies

While MCO does retain a significant amount of its domestic traffic within its primary and secondary catchment areas, some international (niche) markets are different in terms of the fact that people drive south to Miami (Argentina, Turkey, etc.). On the international and domestic side, MCO tends to steal additional passengers from smaller airports due to a large amount of competitive capacity and nonstop destination counts. The reported MCO international O&D market sizes can also be under-reported due to customers choosing competing airports to start their journey.

The COVID-19 crisis will impact MCO catchment traffic. Will smaller airports around Florida lose air service to drive more traffic to MCO? Will expansion of ULCC and LCC carriers at MCO and other competing airports shift traffic patterns? We feel strongly that Campbell-Hill has provided integral support on catchment area work through the years to the MCO team and will continue to deliver analysis for airline partners as they evaluate routes. Campbell-Hill continues to provide catchment area support to over 30 clients worldwide as well as airline clients domestically and internationally. C-H methodology is well regarded by airline executives and planning professionals. We are confident that the detailed analysis that we have prepared for MCO in the past can be adapted to changing regional and global dynamics and provide tremendous support and insight to future International service planning as the world recovers from the pandemic.

Lead: Campbell-Hill Aviation Group;

5.2.8 On-demand MCO O&D service gap analysis

Campbell-Hill has frequently prepared service gap analysis to help assist clients in reaching working through their air service development goals. Sometimes airport clients ask for a stand-alone study of service gap opportunities, but, other times the client wants the themes of the service gap analysis to be incorporated into tailored airline presentations. These analyses typically include various different data points and can be

a good way to manage expectations internally on why air service efforts are being done in certain ways. Ultimately, the air service gap analysis looks through a lot of data on the past and current air service environment, identification of market needs, deficiencies and opportunities, identification of logical airline candidates for the identified opportunities, and a plan for a compelling business case to attract the desired airline.

An airport like MCO may find value in developing a service gap analysis on a periodic basis with a focus on both new market potential and underserved city pairs.

Potential Engagements for MCO: Annual basis

Lead: Campbell-Hill Aviation Group

5.2.9 Link O&D market access to market demand

The core function of the Campbell-Hill team is to work with various forms of market demand and linking it to MCO's priorities. This link between MCO data and domestic and international air service opportunities is something the Campbell-Hill team will continue with.

This can help MCO understand what types of new nonstop services will impact competitive routings, whether nonstop or single stop. MCO is usually a large O&D market on every hub connection and therefore the Campbell-Hill and MCO team have followed this key "spoke" role into new opportunities with hub carriers. It was because of this that Delta could convert a Brazil connecting opportunity for MCO into a nonstop route into GRU (before the COVID-19 and Brazil crises)

Campbell-Hill has developed so much experience in analyzing air service development slides, creating strategies and acquiring data that there is little doubt that we can make these links in the future.

Lead: Campbell-Hill Aviation Group

5.2.10 Identify obstacles and partnerships to further develop international route expansion

MCO is lucky to have so many airline partners offer routes around the world. The region is also fortunate that there is enough demand to constantly have airlines interested in adding new flights. One thing that has been a big part of Campbell-Hill's support is morphing some of the key target routes into a strategy that incorporates the partner aspect of this. For example, Orlando is a likely candidate for nonstop service to Tokyo one day and the efforts were rightfully focused on Japan Airlines and All Nippon Airways. However, Campbell-Hill prioritized an effort with MCO to also engage the joint venture partners of American Airlines and United Airlines at their headquarters in order to make sure that both decision makers were onboard. This was later translated into a very tactical, successful strategy to work with both KLM and Delta and understanding their joint planning timeline to announce new service.

Our firm excels at these strategies and range from the deeply entrenched joint venture all the way to the marketing only or investment only partnerships.

Lead: Campbell-Hill Aviation Group

5.2.11 Conference support

The Campbell-Hill team has met expectations of the GOAA team during the current contract with regards to conference support. First and foremost, the C-H team's role is to be an added value partner to the GOAA team which means that we always look to create analytical ideas that can be done in house for less cost to MCO. C-H has worked closely with MCO to develop strategies for conferences, prioritising and targeting airlines for key services, providing insight to planners that will generate follow-up analysis and establishing the types of relationships that foster long-term cooperative planning. This is especially critical for International services. Successful air service development requires an understanding of market demographics, traffic and demand analysis, but also a clear understanding of airline strategies and how and when a market fits into a carrier's planning. C-H and MCO have a proven track record of developing and leveraging our combined relationships with airline strategist and planners, building trust and understanding and anticipating what data will support planning decisions.

The team does provide supplemental support when necessary for high profile meetings and has also provided on-site support for certain meetings. The C-H team has always had quick turnaround to meet the various deadlines will continue to exceed expectations accordingly.

Lead: Campbell-Hill Aviation Group

5.2.12 Introductions to airline planning executives

Campbell-Hill frequently arranges air service meetings with airlines particularly at the planning level, where we are well-known and respected. We are able to work smoothly with airline senior management when appropriate to help introduce them to the GOAA team. We have been key participants in meetings with the Chairman, President and/or CEO of many major airlines, although it should be noted that almost all CEO's rely on the recommendation of their planning staffs.

Campbell-Hill has an exceptionally solid relationship with market planning and senior level executives at numerous airlines. These relations are borne out of respect for the quality of work prepared by Campbell-Hill, as well working relationships from our past airlines experience; the senior planning and commercial officers at Alaska, JetBlue and Spirit previously worked directly for Kevin Healy. Reid Appleby is well connected at American Airlines and highly regarded by the multitude of International carriers he dealt with in his responsibilities for AA's Atlantic Joint Business Development group. Campbell-Hill executives have long personal relationships with C-level executives at Southwest, Delta, United, JetBlue, Spirit, Silver Airways, British Airways and Iberia.

Southwest, MCO's largest carrier, has retained Campbell-Hill for a variety of high-level assignments including regulatory filings, slot analysis, the repeal of the Wright Amendment and the recent successful Cuba route case. We have prepared multiple route cases for Hawaiian Airlines which secured access to Tokyo Haneda. This was helpful for the MCO team as Hawaiian had extensive knowledge of our analytical capabilities during our recruitment efforts of the MCO – HNL nonstop. Campbell-Hill has been engaged by carriers as diverse as Emirates, Spirit, Allegiant and many others (that can not be shared) to perform economic impact and other analyses. Campbell-Hill has been engaged to perform strategic analysis for existing airlines and feasibility studies for new entrants and expansion of established airline business models.

The firm's deep, entrenched relationships with airlines around the world has led to Campbell-Hill being able to pivot during the COVID-19 crisis to develop over 50 online webinars with network planners for our client base.

If MCO is interested in reaching out to hear what airlines say about our firm and the strength of our relationships, please feel free to reach out to some of our key senior level contacts relevant to MCO:

Aer Lingus

- Valerie Ni Fhaolain, Infrastructure & Planning Manager (Valerie.NiFhaolain@aerlingus.com)
- Chris Keen, Director Network Planning (Chris.Keen@aerlingus.com)

Aeromexico

- Loren Aandahl, SVP Corporate Strategy (laandahl@aeromexico.com)

Air China

- Tang Ming, Network Management, (tangming@airchina.com)

Air Canada

- Alex Lefevre, Director, Network Planning (alexandre.lefevre@aircanada.ca)

Air France

- Lluís Vaquer Campillo, VP Network Long Haul (llvaquercampillo@airfrance.fr)

Alaska Airlines

- Brett Catlin, MD Capacity Planning and Alliances (brett.catlin@alaskaair.com)
- Mike Britman, Director of Network Planning (michael.britman@alaskaair.com)
- David Besse, Manager, Network Planning and Future Schedules (David.Besse@alaskaair.com)

Allegiant Air

- Thayne Klingler, Director, Airport Affairs (Thayne.Klingler@allegiantair.com)
- Bud Hafer, Manager, Airport Affairs (Bud.Hafer@allegiantair.com)
- Kristen Schilling-Gonzales, Managing Director of Planning (Kristen.Schilling-Gonzales@allegiantair.com)

All Nippon Airways

- Masa Kakuhata, Director, North America, (m.kakuhata@ana.co.jp)
- Andrea Lusso, Vice President, Route Planning (andrea.lusso@jetblue.com)
- Jack Massey, Senior Manager, Route Planning (jack.massey@jetblue.com)

American Airlines

- Jason Reisinger, Managing Director, Global Network Planning (jason.reisinger@aa.com)
- Margaret Muir, Manager, Domestic Planning (margaret.muir@aa.com)
- Marius Jasevicius, Senior Manager, International Network Planning (marius.jasevicius@aa.com)
- Philippe Puech, Senior Manager, Domestic Network Planning (philippe.puech@aa.com)
- Mitch Goodman, Manager, Domestic Planning (Mitchell.Goodman@aa.com)

Boutique Air

- Brian Kondrad, Assistant General Manager (bkondrad@boutiqueair.com)

Breeze Airways

- Lukas Johnson, Chief Commercial Officer (Lukas.johnson@flybreeze.com)
- David Smith, Head of Long-haul Network (david.m.smith@ba.com)

British Airways

- David Smith, Head of Long-haul Network (david.m.smith@ba.com)

Condor

- Oliver Feess, Manager Network Development Long-Haul (oliver.feess@condor.com)

Contour Airlines

- Matt Chaifetz, Chief Executive Officer (Matt.Chaifetz@flycfm.com)

Copa

- Gabriel Varela, Senior Director - Planning and Alliances (gvarela@copaair.com)
- Daniel Tapia, Planning Manager (dtapia@copaair.com)

Delta Air Lines

- Joe Esposito, Senior Vice President, Network and Schedule Planning (Joe.Esposito@delta.com)
- Amy Martin, Managing Director, Domestic Network Planning (amy.martin@delta.com)
- Lauren Smith, Team Leader, Network Planning (lauren.m.smith@delta.com)

Frontier Airlines

- Barry Biffle, President & CEO
- Daniel Shurz, Senior Vice President, Commercial, (daniel.shurz@flyfrontier.com)
- Josh Flyr, Vice President, Network and Revenue (Joshua.flyr@flyfrontier.com)
- Jonathon Nield, Senior Manager of Network Planning, Frontier Airlines, (Jonathon.nield@flyfrontier.com)
- Ben Campbell, Analyst, Network Planning (benjamin.campbell@flyfrontier.com)

Hainan

- Lucky Cheng, Supervisor longhaul (shan-cheng@hnair.com)

Icelandair

- Sýlvía Kristín Ólafsdóttir, Network Planning & Scheduling (sylviao@icelandair.is)

Japan Airlines

- Kazuhiro Tanaka, Manager, Pacific Revenue and Partnership, (Tanaka.k66s@jal.com)

JetBlue Airways

- Scott Laurence, Sr. Vice President, Airline Planning (scott.laurence@jetblue.com)
- Andrea Lusso, Vice President, Route Planning (andrea.lusso@jetblue.com)
- Jack Massey, Senior Manager, Route Planning (jack.massey@jetblue.com)

JetSuite X

- David Drabinsky, VP, Strategy and Revenue (david.drabinsky@jetsuite.com)

LATAM Airlines

- Cecilia Paulina Cabane De La Carrera (LATAM) (cecilia.cabane@latam.com)
- Gilsy De Brito Gaioto (gilsy.gaioto@latam.com)

Lufthansa

- Daniel Pauli, Manager Intercontinental Network Planning, (daniel.pauli@dlh.de)

Silver Airways

- Steve Rossum, Chief Executive Officer (steve.rossum@silverairways.com)
- Pedro Motta, Sr. VP Commercial & Finance (pedro.motta@silverairways.com)
- Brian Sherman, Manager of Strategic and Network Planning (brian.sherman@silverairways.com)

SkyWest

- Chip Childs, CEO & President (rchilds@skywest.com)
- Mike Thompson, Chief Operating Officer (mike.thompson@skywest.com)
- Greg Atkin, Managing Director, Market Development (greg.atkin@skywest.com)
- Daniel Belmont, Manager- Network Planning (daniel.belmont@skywest.com)

Southern Airways Express

- Mark Cestari, Chief Commercial Officer (m.cestari@IFlySouthern.com)

Southwest Airlines

- Leslie Abbott, Esq., Assistant General Counsel (leslie.abbott@wnco.com)
- Andrew Watterson, EVP Chief Revenue Officer (Andrew.watterson@wnco.com)
- Steven Swan, Sr. Director-Strategic Planning & Airline Partnerships (steve.swan@wnco.com)
- Nate Barker, Senior Manager, Capacity Planning (nate.barker@wnco.com)
- Julian Gelvez, Manager, Capacity Planning (Julian.GelvezHinestroza@wnco.com)

Spirit Airlines

- Ted Christie, Chief Executive Officer (Ted.Christie@spirit.com)
- Matt Klein, Chief Commercial Officer (Matt.Klein@spirit.com)
- John Kirby, Vice President, Network Planning (john.kirby@spirit.com)
- Nick Bartolotta, Director, Network Planning (Nick.Bartolotta@spirit.com)

Sun Country Airlines

- Joe Beckendorf, Manager Network Planning (joe.beckendorf@suncountry.com)
- Charles Moore, Network Planning Analyst (charles.moore@suncountry.com)

United Airlines

- Ankit Gupta, Vice President, Domestic Planning (ankit.gupta@united.com)
- Dan Malinowski, Director, Domestic Network Planning (daniel.malinowski1@united.com)
- Mark Weithofer, Director, Domestic Network Planning (mark.weithofer@united.com)
- Patrick Manning, Senior Manager - Domestic Network Planning (patrick.manning@united.com)
- Kevin Thompson, Senior Manager, Network Planning (kevin.thompson@united.com)

Vacation Express

- Rene Jongmans, President (rjongmans@vacationexpress.com)

- Gantt Cookson, VP of Operations (gcookson@vacationexpress.com)

Vivaaerobus

- Manuel Moreno, Manager Network Planning (manuel.moreno@vivaaerobus.com)

Volaris

- Wei Jin, Network Planning and Strategy Director (wei.jin@volaris.com)

WestJet

- Chris Hedlin, Director, Network Planning (chedlin@westjet.com)

Campbell-Hill can assist MCO in meetings with the right decision makers to generate desired results. Different analytical tactics must be used with each of these carriers, and we know what each of their decision makers look for when evaluating new route opportunities.

In addition to airlines, Airlines for America (A4A) has been a client for many years, and we have performed numerous regulatory and policy projects for them. The Board of Directors for the A4A is comprised of the CEO's representing the major U.S. airlines so our work is well known at the highest levels. Some recent work for A4A include estimating the economic impact of aviation by congressional district, an economic analysis of security fees charged to airlines, and an economic analysis of a proposed change in crew requirements by the FAA. Campbell-Hill has also been retained for expert reporting and testimony by the US Department of Justice and the Competition Bureau of Canada.

A key benefit MCO derives from our contacts in the airline industry is the level of credibility Campbell-Hill has developed with route planners and senior executives at many different airlines. Route planners know that when we are presenting an opportunity to them, it must be something worth investigating. We never hesitate to advise a client against proposing a certain route to an airline when we feel it does not make economic or strategic sense for the airline in question. If MCO selects Campbell-Hill, the airport will not only have access to our carefully nurtured cadre of airline contacts, but also the credibility necessary to assure their consideration of our proposal.

Lead: Campbell-Hill Aviation Group

5.2.13 Gate utilization studies

Campbell-Hill brings broad analytical capabilities to the MCO team with regards to aviation economic and modeling projects. With a sound base in air service development and econometric consulting services, MCO is also able to access our expertise when it comes to related issues. In 2016, under the previous consulting contract, Campbell-Hill completed a gate utilization study for the GOAA team that incorporated our air service, airline planning and scheduling knowledge into the final product. We have performed similar analysis for a diverse group of clients, including a demand forecast and airport optimization for Newark Liberty International (EWR) in support of its new Terminal A project.

In terms of the proposed task requirement in this RFQ, Campbell-Hill continues to be prepared to finish ad-hoc projects like a gate utilization study. In fact, our proposed team now includes a value-added partner in TransSolutions, LLC to help with requested modeling exercises in these critical issues that impact air service development an opportunity. In a COVID-19 recovery period, these types of ad-hoc projects will be critical.

Lead: Campbell-Hill Aviation Group

Support: TransSolutions, LLC

5.2.14 Economic and financial analysis

Campbell-Hill has a highly regarded economic impact practice. Recent major airline clients include Southwest, Hawaiian and Emirates. For airports we have frequently prepared route economic impact analysis both before and after successful air service recruitment. Recent examples include:

Economic Impact Analyses

- Estimated the economic impact of the value of Transatlantic PHL service for the removal of funnel airport status
- Developed models and data to measure the regional economic impact of multiple small, medium and large hub airports and airport systems
- Economic Impact of the Metropolitan Washington Airports Authority

- Developed a model that measured the economic impact of civil aviation on individual U.S. congressional districts and states for use in generating political support for policies of interest to ATA carriers.
- Measured the economic impact of FedEx's intra-Asia hub in Guangzhou, China and UPS's intra-Asia hub in Shenzhen, China.
- Developed economic impact analysis of proposed cargo screening policies on the air express industry for FedEx.
- Developed a model to estimate the economic impact of noise and emissions regulations
- Prepared multiple airline economic impact analysis for both new service and overall impacts of LCC and ULCC service at a city, county, state and national level.

Airport Financial Impact Analysis and Forecasting

- Served as Traffic Advisor to a consortium led by Macquarie Capital and Ferrovial Aeropuertos regarding the privatization of Chicago's Midway airport
- Provided detailed analysis of benefit-cost analyses for the proposed O'Hare Modernization Program, as well as detailed financial modeling based on PFC and other revenue streams
- As part of an EIS process, measured the impact of a new airport on passenger demand and the regional economy for the Sun Valley, Idaho air passenger market.
- Analyzed the impact of fuel price increases on traffic, service, and fares for four airport clients
- Conducted benefit-cost analysis for decommissioning of general aviation airport in Kansas City and FAA funding of a cargo airport in North Carolina
- Incentives become part of the discussion with every new carrier or route that is being pursued. C-H has provided comprehensive support with regards to incentive analysis and planning during the last contract period. This has been used successfully with domestic and international air service development projects.

- Terminal demand, throughput and manpower planning analysis for multiple airport clients.
- The reality is that nowadays, air carriers will continue to expect and assume that airports will offer some package of incentives for any new or expanded service. Campbell-Hill has worked with large hub airports and many other airports to devise comprehensive incentive programs as well as incentive packages for specific carriers and/or routes. Our firm worked closely with a large hub with incentive planning for many new international carriers and potential new entrants.
- We were also involved in development of incentive package that was offered to Aer Lingus for new service to Hartford and Lufthansa/KLM/Norwegian for new service to Austin. Campbell-Hill has also done incentive benchmarking studies to evaluate incentive programs at peer airports to assess the competitiveness of a client airport's program. The foundation of every incentive project stems from (a) compliance with FAA guidelines (b) flexibility and ease of use for target airlines (c) appropriate cost for the expected return on investment for the new service and (d) level of competitiveness with peer airports vying for similar service.

Lead: Campbell-Hill Aviation Group

5.2.15 Air cargo

Campbell-Hill has a long history of cargo projects both for airports and cargo airlines. We work with airports on cargo studies and cargo airline recruitment. The Cargo Airlines Association is a longstanding client.

Campbell-Hill has provided air cargo analysis and data development for 13 U.S. airports in the last 15 years ranging from detailed baseline market studies to targeted data analysis for presentations to combination and all-cargo carriers. We are frequently retained by all-cargo carriers on policy matters, and the Cargo Airline Association is a long-time and important client of the firm.

Our air cargo assignments typically cover (1) estimating and forecasting origin/destination traffic flows by commodity, routing, and competitive gateway (including traffic leakage analysis); (2) developing air cargo service presentations on behalf of airports to general all cargo airlines and the cargo division of combination carriers,

integrated air express carriers, air freight forwarders, trucking companies that specialize in serving the air cargo markets, and intermodal carriers; and (3) local, regional and country-wide economic impact studies to develop support for new and/or improved air cargo and air express services.

- Conducted air cargo analysis and data development for 16 U.S. airports ranging from detailed baseline market studies to targeted data analysis used for presentations to combination and all-cargo carriers.
- Developed detailed air cargo forecasts for a statewide study of future expansion requirements for airport and ground access capacity at all California airports.
- Conducted a detailed impact analysis of a proposed rule limiting the air transport of lithium ion batteries for a coalition of the top U.S. electronics manufacturers and U.S. cargo airlines.
- Provided detailed analysis of the potential impact from liberalization of U.S.-EU air cargo markets for a European Commission study.
- Developed economic impact analysis of proposed cargo screening policies on the air express industry and the economic impact analysis of NAFTA on U.S. air trade.
- The Cargo Airline Association (CAA) is a recent client.

Potential Engagements for MCO: Economic impact of UPS hub, Cargo strategic plan, Middle Eastern, Asian or South American cargo supplement for passenger business case, etc.

Lead: Campbell-Hill Aviation Group;

5.2.16 Route case preparation

The benefit of the proposed Campbell-Hill team for this RFQ is that we combine the expertise of two different firms – Campbell-Hill and Trinder Aviation & Aerospace Advocacy, PLLC. The overview of Rachel Trinder's work will be further discussed in the section on Federal Government Relations, however, the ability to bring a high-value consulting team to support MCO with route case preparation is unparalleled.

First, both of the two firms have extensive experience in creating the right strategy for airports to use with their stakeholders during the Route Case process. Legal strategy, econometric analytics as well as the ability to understand any competing application is always important for a team approach. Both firms have gone through dozens of Route Cases and can develop an approach for GOAA that also speaks to the balance of complex data points and goals with the public nature of the exhibits.

Lead: Campbell-Hill Aviation Group

Support: Trinder Aviation & Aerospace Advocacy, PLLC.

5.2.17 Litigation support

Similar to the advantages that the Campbell-Hill brings to the Route Case scope of service, our team is ready and able to provide any support for GOAA ongoing litigation support. This includes providing GOAA leadership with data analytics, air service strategic insight, network analysis, financial analysis and anything else that is required to help the overall case for the airport.

Campbell-Hill's experience in providing expert support to airlines and regulatory agencies has given use unique insight that is beneficial to MCO.

In the previous contract, Campbell-Hill has supported the GOAA leadership with this type of ad-hoc data analysis for current litigation. In addition, Trinder Aviation & Aerospace Advocacy PLLC has the ability to supplement our efforts with additional legal insight.

Lead: Campbell-Hill Aviation Group; Support: Trinder Aviation & Aerospace Advocacy, PLLC

5.2.18 CEO ad-hoc projects

In the previous contract, Campbell-Hill has built a high level of trust not only with the GOAA air service development team, but also with GOAA leadership. This level of expertise with the highest level of MCO's leadership, the community and the board, our firm feels strongly that we also have the ability to bring ad-hoc project support for the Airport CEO. In the past, our firm has done revenue analysis and economic impact

analysis in support of the Virgin Trains project, the gate utilization study and various other ad-hoc items for the Airport CEO at MCO. In each case, Campbell-Hill has worked proactively with all levels of MCO to ensure that the goal of the project was met.

Our proposed team expects that this level of service and coordination across different departments of GOAA for related economic and strategic consulting expertise will be a value-add experience.

Lead: Campbell-Hill Aviation Group;

5.3 Federal Governmental Relations Consulting Services For International Air Service Development Support (Response to RFQ-2.0-B)

The Campbell-Hill team project manager, Mr. Howard Mann, spent over three years representing U.S. airport and community interests at bilateral negotiations. Mr. Mann was on the official U.S. delegation for the bilateral talks with international countries between 2002 and 2005. Mr. Mann also represented U.S. airports in the negotiations that led up to the 2004 Agreement and subsequent 2007 liberalization, where the Zone, frequency, code sharing and routing regulations were created. In addition to Mr. Mann and Ms. Trinder's direct experience in the U.S. – China and many other bilaterals and marketplaces, we also have members of our team that have worked on China route cases, Japan route cases, antitrust immunity cases, slot proceedings other related bilateral trade agreements, incentive planning for Chinese airlines, as well as participation on China trade missions.

Ms. Rachel Trinder, the proposed team subconsultant from Trinder Aviation & Aerospace Advocacy, PLLC, has extensive direct experience with international representation of client airports and airlines within the Washington aeropolitical scene. Ms. Trinder has advised aviation interests for several decades, and in particular has represented the Houston Airport System in connection with numerous bilateral negotiations, in multiple international route proceedings, and in a broad range of airport matters before the federal government involving airport compliance, air service development, airport facilitation, government relations issue management, and in developing strategies and tactics designed to achieve client goals.

This extensive experience with aeropolitical matters and with governmental relations consulting differentiates the Campbell-Hill team from other consulting firms, and gives our clients many advantages, including the following:

- We have in-depth knowledge and experience of how the aviation system works – globally, domestically, and in particular in Washington, D.C. – as well as the particular challenges that airports face. As a result, when challenges arise, we know how and through what means to address them.
- We routinely manage airport and other aviation matters before the government agencies that regulate, oversee, and make decisions regarding airports and other

aviation stakeholders, including DOT, FAA, and the Departments of Homeland Security, State, Commerce, Treasury, and Justice.

- Development and implementation of goal-oriented plans are one of our key strengths. We bring in-depth focus to our clients' needs and craft approaches accordingly, whether it is a long-term broad strategic goal or a highly specific action plan to address a specific problem or need.
- An in-depth understanding of domestic and global passenger traffic rights, market sector challenges, and cargo operations potential is in our blood and we address these matters daily.
- We have extensive, multi-decade experience in international bilateral issues, including with both China and Japan, and we understand the specifics of how to address bilateral obstacles to enable international services.
- We have decades of experience in drafting materials to support client projects, for use directly by us (such as with federal agencies or the Congress), or for use by client airports, including the preparation of position papers, talking points, testimony and other presentations, and in developing advocacy-focused materials to advance our clients' needs, whether that involves route rights presentations, supporting air carrier efforts to obtain new US authority to serve a client airport, letters to federal agencies, coordination with target country Embassies, developing background materials for government officials and local regulators, and developing and interpreting legislative text.
- We monitor daily and update our clients regarding a broad range of industry developments, including regulatory and congressional actions that affect the airport industry.
- We have a deep understanding of the potential and limits of commercial airline partnerships and how these are changing and impact air service, especially in light of COVID (regulations on bilateral code sharing, routings, third country code sharing, joint venture and antitrust immunity).
- We identify new opportunities for our clients, both in terms of air service and also potential participation in new federal pilot programs and agency partnerships.
- We have been deeply involved in the COVID-related changes occurring in the past several months, including their impact on domestic and international air service, national and domestic travel restrictions, slot control waivers, new federal requirements and guidance applicable to on-airport sanitation, passenger

testing at airports, TSA management of COVID protocols, and updated International facilitation procedures. We understand that the industry is now functioning in a new environment, with much uncharted territory, and we are adept at reacting to the challenges and opportunities that this presents for our clients.

- We pride ourselves on being excellent team members. We love coordinating with other talented professionals to achieve client goals.

As examples:

- When the Houston Airport System embarked on its project to reintroduce international air services and develop a new FIS at Houston Hobby, this raised a broad range of regulatory issues, including FAA grant assurance compliance, air services bilateral matters, route development planning issues, and CBP staffing requirements. The project was made more challenging because not only did United vigorously oppose the project, including before City Council, but it obtained a legal opinion from its outside counsel challenging the legality of the project under the FAA grant assurances. Rachel worked closely with the City and its economic consultants to (i) develop in-depth reports and analyses to successfully overcome these obstacles; (ii) liaise with and obtain the support of the FAA concerning applicable regulatory requirements and approval; and (iii) assist in obtaining support from DHS HQ and CBP for additional FIS officer staffing, regarding which there were multiple obstacles and issues requiring specialized expertise.
- Historically the U.S. and Mexico have had a difficult air services bilateral relationship, and until 2016, an agreement that was highly restrictive. When the Government of Mexico, after many years of refusing to expand the agreement, signaled a new approach, the U.S. and Mexico engaged in extensive negotiations regarding options to permit new flights. Rachel advised a large US airport on the regulatory issues, developed materials for submission to DOT, State and Commerce concerning required parameters, and met with senior Mexican Government officials to resolve outstanding obstacles to new air service.

- When a foreign air carrier wished to start up new international services to the United States from an overseas airport not yet rated by the TSA for security compliance, Rachel worked with all affected parties to help expedite the security review and approval so as to enable the timely commencement of air services to her client airport.
- When a small airport faced a legal challenge from the FAA regarding runway-related construction, Rachel won a U.S. Court of Appeals lawsuit for her airport client, one of very few occasions in which the FAA has lost a major appeals case on safety grounds.
- Rachel has successfully handled major FAA audits involving large US domestic airports that involved extensive grant assurance non-compliance allegations regarding the use of airport revenue, developing in-depth materials and submissions that enabled withdrawal of the concerns.
- Where an outdated Federal regulation administered by DHS made it impossible as a practical matter for an airport client to comply, Rachel prepared materials and worked closely with Federal regulators and industry groups to achieve the withdrawal of the regulation.
- In a Federal lawsuit concerning wetlands mitigation at a large airport, Rachel enlisted the resources of the FAA and the appeals court to bring about a mediated solution that enabled the withdrawal of the lawsuit and a complete victory for her client airport. This not only produced a solution in the short term rather than the long term, but also saved the airport significant amounts in legal fees.

The proposed Campbell-Hill offers a unique set of qualifications for MCO. As noted above, we are prepared to adequately prepare any of the following tasks:

- Representing GOAA before government agencies and coordination with foreign governments within international route proceedings
- Provide on-demand, ad-hoc written memos/briefs/documentation on legislative language in addition to the ability to brief senior GOAA leadership
- Extensive knowledge of the aviation industry from a Washington, DC perspective with extensive contacts at government agencies, the hill and area journalists.
- Industry relationships that are global with regards to foreign markets

- Unparalleled expertise between team members on bilateral agreements – historical and proposed changes as they are introduced
- Advisory services on potential public policy positions that could benefit MCO air service wins or incumbent service performance
- Advisory services on what bilateral changes could benefit MCO in the future
- The ability to monitor international aviation developments for the good of MCO's network
- Ad-hoc status reports to GOAA leadership
- The ability (similar to the Aviation Specialty Services scope) to quickly do ad-hoc work for the Airport CEO that may be tied to this overall scope of services.

5.4 Additional Services

(Response to RFQ-2.0-C)

Campbell-Hill is prepared to perform additional services upon request from the CEO, and will perform such additional services based upon the hourly rates in the Professional Services Agreement. All additional work will be documented by amendment to be approved following Aviation Authority policies, prior to the performance of any additional services.

6.0 TRANSITION PLAN (Response to RFQ-G)

Campbell-Hill is the current consultant to the Orlando International Airport and has the ability to start from day one with zero minimal learning curve. Our role in the recent annual strategic sessions solidifies our ability to work on all of MCO's proposed tasks in the scope of services.

7.0 CLAIMS INFORMATION (Response to RFQ-H)

Campbell-Hill Aviation Group, LLC has not had any lawsuits, arbitrations or claims filed or raised by or against it at any time over the last five (5) years.

8.0 ENGAGEMENTS WITH OTHER AIRPORTS AND GOVERNMENTAL ENTITIES (Response to RFQ-I)

Campbell-Hill does not have any conflicts between MCO and our other airports with respect to air service nor do we expect any to arise in the course of the next contract period. Campbell-Hill is currently under contract for air service development to the following domestic airports:

Austin (AUS)	Baltimore/Washington (BWI)	Charleston (CHS)
Columbus (CMH)	Denver (DEN)	Hartford (BDL)
Jacksonville (JAX)	Kansas City (MCI)	Moline (MLI)
Oklahoma City (OKC)	Ontario (ONT)	Orlando (MCO)
Orange County (SNA)	Palm Beach (PBI)	Philadelphia (PHL)
Phoenix (PHX)	Portland (PDX)	Raleigh-Durham (RDU)
Richmond (RIC)	Sacramento (SMF)	San Francisco (SFO)
Santa Barbara (SBA)	Spokane (GEG)	Syracuse (SYR)

Campbell-Hill is currently under contract to the following international airports/tourism bureaus:

Aruba (AUA)	Belize Tourism Board	Bonaire (BON)
Dominican Republic (Minister of Tourism)	Edmonton, Canada (YEG)	Halifax, Canada (YHZ)
Liberia, Costa Rica (LIR)	Quito, Ecuador (UIO)	Roatán Tourism Bureau
San Jose, Costa Rica (SJO)	Shannon, Ireland (SNN)	Tenerife Tourism
Vancouver, Canada (YVR)	Winnipeg (YWG)	

In addition to airports, Campbell-Hill performs consulting services for the following airlines:

Spirit Airlines	Southwest Airlines	Allegiant Air
Hawaiian Airlines	Japan Airlines (JAL)	Silver Airways

Campbell-Hill has engaged with airports, airlines, and government entities in roles that are similar to the MCO's expectations of its air service consultant. Some of those engagements include:

- Campbell-Hill has supported PHL with over 250 airline meetings in the last contract including headquarter meetings, on-site meetings and conference meetings. Campbell-Hill and Howard Mann has supported ASD efforts resulting in new market entry with Aer Lingus, Icelandair, Qatar Airways, Alaska, Frontier, Spirit and Virgin America. C-H also has worked to develop a comprehensive air service discussion with American Airlines including multiple yearly HQ meetings in DFW. This has supported PHL being able to attain new expanded domestic and international service.
- The Port of Portland has been a longstanding client of Campbell-Hill and the firm has assisted PDX with many high profile international and domestic route wins. Since Campbell-Hill has been under contract, PDX has received its first transatlantic scheduled service (with additional carriers and routes since then). In addition, our team helped re-connect PDX to the Asian market after Delta pulled its hub in 2001. Additional international routes have included AMS, FRA, KEF, LHR, GDL, PVR, and SJD. In 2020, Delta will begin nonstop service between PDX and Tokyo Haneda, a successful conclusion to a multi-year effort supported by the Campbell-Hill team. On the domestic side, PDX has added 52 new carrier/city-pairs since 2010 including new domestic destinations such as MCO, BWI, DCA, HOU, AUS, DAL, and STL. PDX continuously sets new passenger records and has been reclassified by the FAA from a medium hub to a large hub. The latest PDX win was British Airways to LHR in 2020 and Delta to Tokyo Haneda in 2020.
- For Austin, Campbell-Hill helped bring in eleven new airlines including British Airways for the high-profile London route. AUS's connection to London Heathrow has widely been praised by the industry as a landmark new route as it was the

- region's first Transatlantic route and British Airways' first new route operated by the Boeing 787. Since the beginning of the BA service, Austin has welcomed Norwegian, Lufthansa and (in 2020) KLM to Amsterdam. AUS is also setting new passenger records every month and passed the 15.8 million passenger mark in 2018 and will surpass 17.0 million in 2019.
- In November of 2015, the San Francisco International Airport hired Campbell-Hill to conduct a comprehensive catchment area study. San Francisco (SFO) serves 57.7 million passengers annually and is the home to the largest single carrier hub on the West Coast. San Francisco uses Campbell-Hill for multiple international route forecasts.
 - Quito International Airport became an airport client in 2016 for Campbell-Hill and included work on air service development presentations, strategic planning, incentive analysis as well as conference support. Since Quito became a C-H client, our team has assisted with new Air France service to Paris CDG, Air Europa to Madrid, American re-instating service to DFW, LATAM to Santiago and GOL to Sao Paulo.
 - Campbell-Hill has supported BWI with over 200 conference meetings in recent years including extensive catchment analysis, on-site planning meetings and aviation conference presentations. An emphasis here has been on the complex service area. C-H assisted in recruiting Alaska, Allegiant, Frontier, Spirit and Sun Country to BWI. C-H also has worked to develop comprehensive air service discussions with both Southwest and Spirit, two major BWI tenants. This has supported BWI in being able to attain new expanded domestic and international service.
 - In November of 2015, the San Francisco International Airport hired Campbell-Hill to conduct a comprehensive catchment area study. San Francisco (SFO) serves 57.7 million passengers annually and is the home to the largest single carrier hub on the West Coast. San Francisco uses Campbell-Hill for multiple international route forecasts. In 2020, San Francisco hired Campbell-Hill to do a full air service strategy review for the post COVID-19 aviation world.
 - The Ministry of Tourism of the Dominican Republic became a client in 2018 for Campbell-Hill and included work on air service development presentations, strategic planning, incentive analysis as well as conference support. Since the DR became a C-H client, our team has assisted them with multiple new route wins including

Frontier on several routes to Punta Cana and Santo Domingo, Wingo on Santo Domingo to Bogota, SKY Airlines on Lima to Punta Cana, Aerolineas Argentinas to reinstate the Buenos Aires – Punta Cana nonstop, among others.

9.0 REFERENCES (Response to RFQ 3.0-J)

9.1 Campbell-Hill References (Response to RFQ 3.0-J-2 & 3.0-J-3)

As requested in the RFQ, we have provided references for other airport clients for whom we have performed services similar to those described in the RFQ for MCO.

Portland International Airport (PDX)

Port of Portland (OR)

7200 NE Airport Way

Portland, OR 97218

Contact: David Zielke, Director, Air Service Development

Phone: (503) 415-6884 Email: David.Zielke@portofportland.com

- Type of service provided: Domestic and international for both passenger and air cargo air service development. Campbell-Hill supports PDX for all airline headquarters visits and air service development conferences. PDX visits all incumbent carriers at least annually (Alaska and Delta every 6 months) and participates in World Routes and Routes Americas. Campbell-Hill prepared the business case and overall presentation for each of the 110 carrier meetings in the past five years. PDX involves the community for support of key objectives with regular and targeted planning meetings. Campbell-Hill is on the Executive Committee of the community's International Air Service Committee (IASC) and attends all community air service development meetings either in person or via conference call. We also provide complete route case regulatory services including case strategy, preparation of all pleadings and supporting exhibits, and filing with the DOT.
- Campbell-Hill has assisted PDX in 33 new carrier/route additions in the past 5 years. Notable wins include London, Frankfurt, Reykjavik, Toronto, Orlando, four Hawaiian islands, Tokyo Haneda, London Heathrow and cargo service to Hong Kong.
- C-H Team Members include: Dean Hill, Reid Appleby, Rex Edwards, Eric Ford, Todd Schroder, Katie Niehaus
- June 1995 to present
- Contract Amount: \$500,000

Philadelphia International Airport (PHL)

Terminal D, 3rd Floor

Philadelphia, PA 19153

Contact: Jim Tyrrell, Chief Revenue Officer

Phone: (215) 937-5420 Email: James.Tyrrell@phl.org

- Type of service provided: Domestic and international passenger air service development, catchment area analysis, strategic planning. Campbell-Hill supports PHL for all aspects of the air service development process at PHL. This includes multiple headquarters visits and air service development conferences. Campbell-Hill

also works closely with PHL's relationship with its hub carrier, American, and travels with the airport to DFW three times a year to meet with network planning. PHL participates in the World Routes, Routes Americas, Airline Networking 2019, and Jumpstart conferences. Campbell-Hill prepares the business case and overall presentation for all carrier meetings.

- Notable wins include new market entry by international flag carriers and multiple new destinations including Dublin, Dubrovnik, Berlin, Reykjavik, Budapest, Prague and many domestic markets.
- C-H Team Members include: Howard Mann, Reid Appleby, Kristine Allen, Rex Edwards, Eric Ford, Katie Niehaus
- July 2016 to present
- Contract Amount: \$2,000,000

Hartford Bradley International Airport (BDL)

Connecticut Airport Authority
Terminal A, 3rd Floor, Administrative Offices
Windsor Locks, CT 06096
Contact: Kevin Dillon, Executive Director
Phone: (860) 292-2054 Email: kdillon@ctairports.org

- Type of service provided: Domestic and international passenger air service development. Campbell-Hill supports BDL for all air service headquarters visits and air service development conferences. BDL attends 3-4 conferences annually including World Routes, Routes Americas, Airline Networking 2018 and ACI-NA Jumpstart. Campbell-Hill prepares the business case and overall presentation for all carrier meetings.
- Notable wins include Dublin, Houston, Los Angeles and San Francisco.
- C-H Team Members include: Dean Hill, Rex Edwards, Todd Schroder, Katie Niehaus
- September 1995 to present
- Contract Amount: \$275,000

Denver International Airport (DEN)

City and County of Denver
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340
Contact: Laura Jackson, Vice President, Air Service Development
Phone: (303) 342-2282 Email: Laura.Jackson@flydenver.com

- Project description: Domestic and International Air Service Development, Incentive Analysis, Community Engagement, Airport Utilization Analysis, Growth Strategies, Conference Support, Airline Headquarters Support
- C-H Team Members include: Howard Mann, Nico Gurwicz, Katie Niehaus, Kristine Allen
- October 2016 to present
- Contract Amount: \$100,000

San Francisco International Airport (SFO)

San Francisco Airport Commission
San Francisco International Airport
P.O. Box 8097
San Francisco 94128
Contact: Melissa Andretta, Director of International Marketing and Aviation Development
Phone: (650) 821-5049 Email: melissa.andretta@flysfo.com

- Types of services provided: Campbell-Hill has been a subconsultant to Leigh Fisher since 2015 for its economic analysis and air service development contract for SFO. This project involves international air service development support for SFO.
- A key outcome for SFO is that they were able to understand airport consumer choice trends when alternate airports in the region secure long-haul air service
- C-H Team Members include: Howard Mann, Eric Ford, Nico Gurwicz, Reid Appleby
- 2015 to present
- Contract Amount: \$100,000

9.2 Terminated Services (Response to RFQ 3.0-J-4)

Campbell-Hill Aviation Group, LLC has not had any services terminated prior to the end of any agreement since January 1, 2015 or at any time prior to that date.

10.0 PRIOR OR PENDING CONVICTIONS, INDICTMENTS, INVESTIGATIONS, REGULATORY INVESTIGATIONS, AND CONFLICTS OF INTEREST (Response to RFQ-K)

Campbell-Hill Aviation Group, LLC does not have or has not had any pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to conducting Aviation Specialty Consulting Services, in which Campbell-Hill or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of Proposer's response to this RFQ.

Campbell-Hill Aviation Group, LLC does not have any conflicts of interest with the Aviation Authority and does not foresee any conflicts of interest arising during the period of the potential contract.

11.0 PROOF OF INSURANCE (Response to RFQ-L)

Campbell-Hill Aviation Group, LLC carries the minimum required insurance specified in the RFQ. A certificate of insurance has been provided below.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 4900 Libbie Mill East Boulevard, Ste 100 Richmond VA 23230	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 804-780-0611 E-MAIL: certificates@marshmma.com ADDRESS: certificates@marshmma.com FAX (A/C, No): 804-788-8944
INSURED Campbell-Hill Aviation Group, LLC 700 N Fairfax St., Ste 300 Alexandria VA 22314	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover American Insurance Company INSURER B: Westchester Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1260089931 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		OZR960492308	7/10/2020	7/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		OZR960492308	7/10/2020	7/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 0		OZR960492308	7/10/2020	7/10/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		G24145426011	7/10/2020	7/10/2021	\$1,000,000 \$1,000,000 \$25,000 Each Claim Aggregate Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Greater Orlando Aviation Authority, its members, officers, employees and agents are named as additional insureds on the general liability per written contract or agreement.

CERTIFICATE HOLDER Greater Orlando Aviation Authority One Airport Boulevard Orlando FL 32872	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Samara Stiblauch</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

12.0 MWBE AND/OR LOCAL DEVELOPING/VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAMS (Response to RFQ-M)

Trinder Aviation & Aerospace Advocacy, PLLC

Campbell-Hill is supplementing our team with Rachel Trinder, President & CEO of Trinder Aviation & Aerospace Advocacy, PLLC, a Washington, DC law firm. Rachel is a leading expert on U.S.-China aviation issues, provides valuable insight to International traffic rights and air service route selection proceedings and has extensive experience with the U.S.-China Bilateral negotiations. Rachel has an M.A. in Jurisprudence from Oxford University and LL.M from the University of Virginia. As outlined below, Campbell-Hill has significant experience with Asia/Pacific aviation markets and air service development in the region, Rachel will add a unique legal and tactical perspective that will be beneficial to our advocacy for MCO.

TransSolutions, LLC

Established in 1998, TransSolutions offers transportation and facility design clients a unique business proposition by combining the skills of industrial engineering and operations research. We blend an in-depth understanding of operations and planning objectives and often serve as liaison between the project stakeholders to ensure facilities meet the needs and requirements of all. Our consulting services provide our clients with better decision-making information, allowing them to improve operational efficiency, forecast infrastructure requirements, enhance the level of customer service, and reduce costs. The firm has completed hundreds of analyses for airport authorities, airlines, and civil aviation administrations, successfully evaluating transportation infrastructure projects at each of the 50 largest airports in North America, and 9 of the world's 10 largest airports.

Based in Fort Worth, Texas, TransSolutions is a women-owned business and is certified as a Disadvantaged Business Enterprise (DBE) pursuant to 49 CFR Part 26 by the local North Central Texas Regional Certification Agency (NCTRCA) as well as over 35 other certification agencies around the country.

13.0 RESPONSE FORMS (Response to RFQ-N)

Attached

5.0 RESPONSE FORMS

PROPOSER'S WARRANTY

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

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

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

Campbell-Hill Aviation Group, LLC

Name of Proposer



Signature of Authorized Representative

Howard K. Mann

Typed or Printed Name of Authorized Representative

Vice President

Title

10/9/2020

Date

700 N. Fairfax St., Suite 300, Alexandria, VA 22314

Address

hmann@av-econ.com

Email Address

703-229-5659

Phone Number

14.0 ADDITIONAL INFORMATION (Response to RFQ-O)

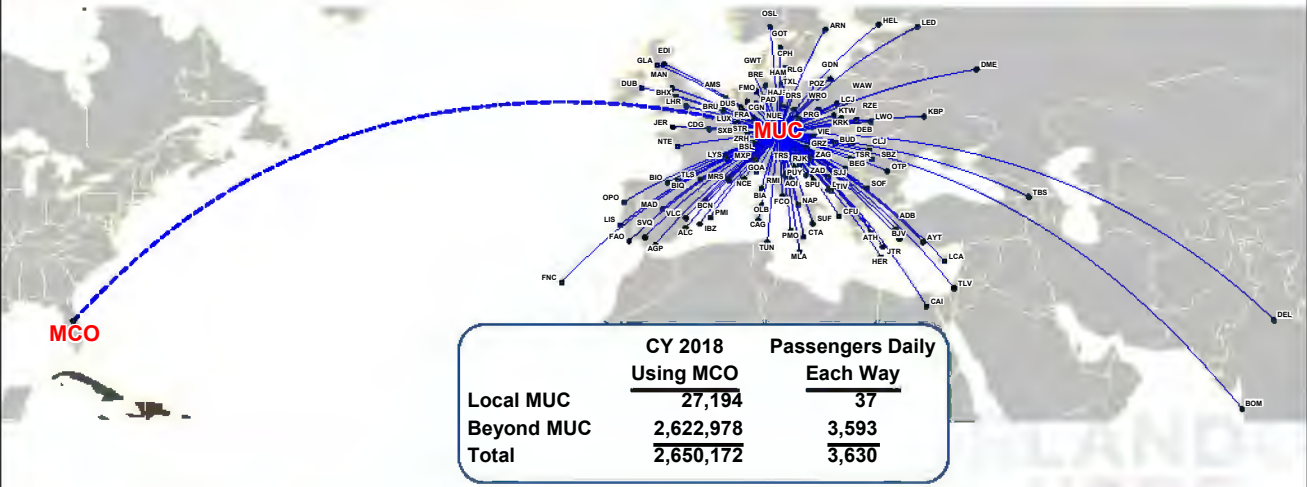
Campbell-Hill is in receipt of RFQ PS-649 Addendum 1 and Addendum 2.

Attachment A

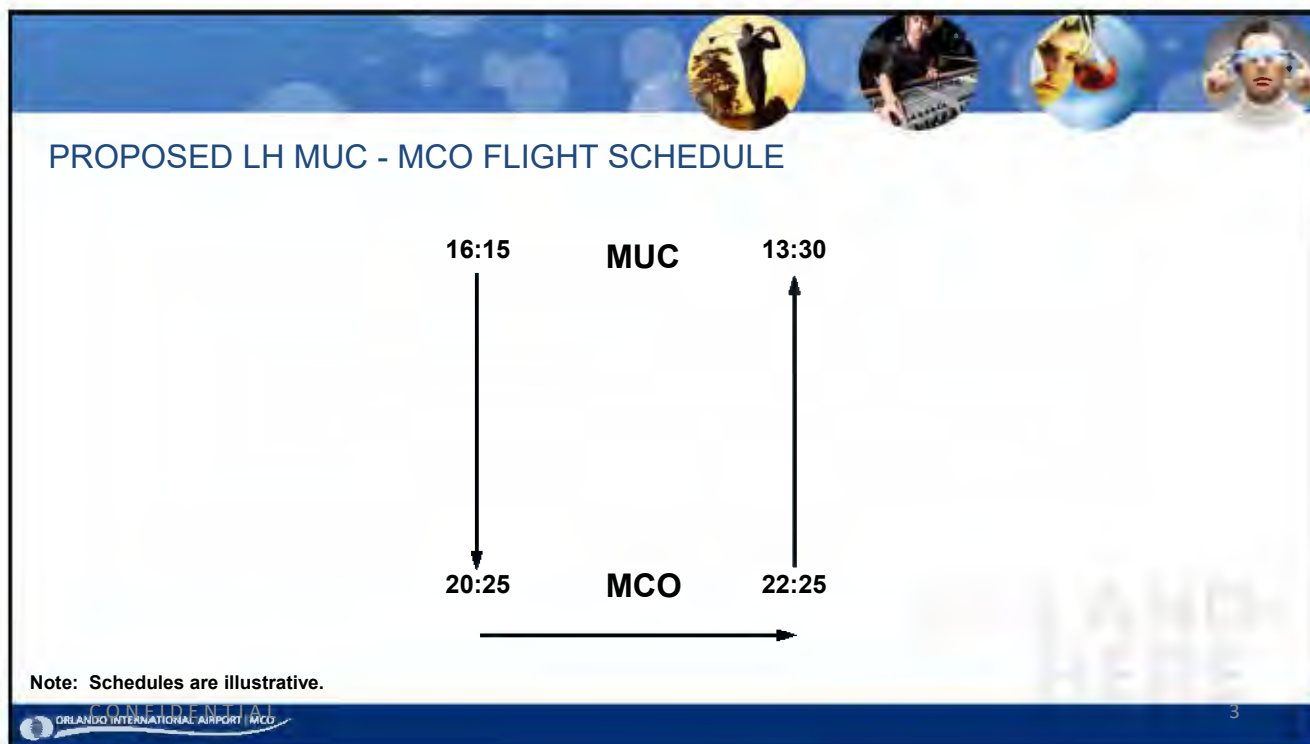
Case Study – MCO Lufthansa Passenger Forecast

MCO – MUC FORECAST RESULTS

THE LH MCO-MUC PASSENGER POOL EXCEEDS 2.6 MILLION PASSENGERS*



* Does not include leakage, growth or stimulation with nonstop service.
Source: Innovata schedules.



FORECAST METHODOLOGY SUMMARY

- Used CY 2018 MCO FMI O&D data as base
- Grew base data at 5% per year to CY 2020. The 5-year annual growth rate for MCO – Europe has been 5%.
- Stimulation and Share estimated using other U.S. – MUC examples and the Campbell-Hill Aviation Group QSI model
- Estimated partial Munich leakage recapture from MCO service area
- Estimated connecting traffic using the Campbell-Hill Aviation Group QSI model
- Assumed no interline/beyond MCO connections

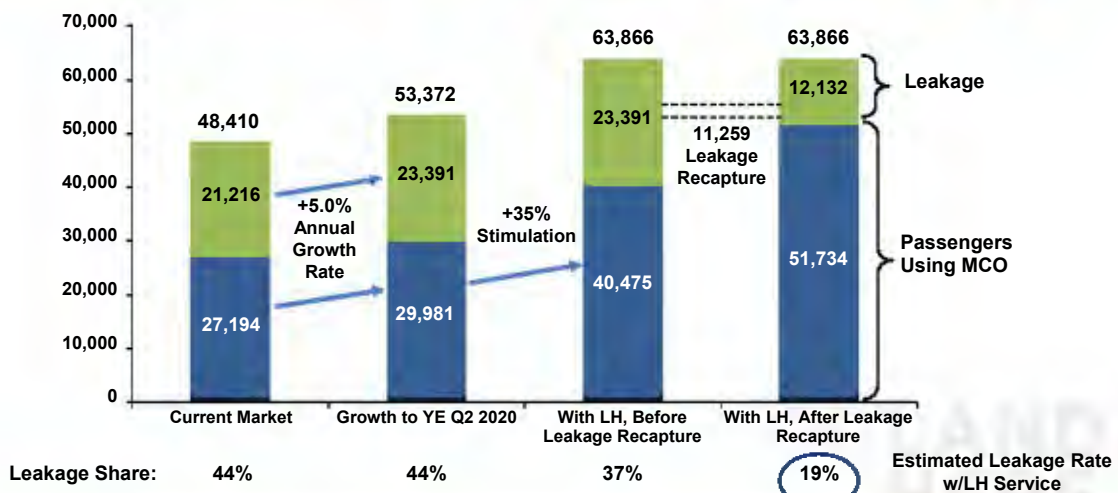
ORLANDO INTERNATIONAL AIRPORT | MCO

4

THE MCO-MUC MARKET CAN SUPPORT NONSTOP SERVICE FROM LUFTHANSA

		Remarks
CY 2018 MCO-MUC O&D Passengers	27,194	Does not include leakage.
CY 2020 After Growth	29,981	5% growth per year (based on recent trends).
Estimated Stimulation	35%	Weighted average of two recent MUC adds where LH already had service to FRA: DEN and MIA.
Total Local After Service Stimulation	40,475	
Estimated LH Share	41.3%	Campbell-Hill Aviation QSI model.
Local LH Passengers Before Leakage Recapture	16,706	
Estimated Leakage Recapture	11,259	See following charts for details.
Total Local LH Passengers	27,965	
Forecast LH Flow Passengers	141,238	See following charts for details. Using Campbell-Hill Aviation QSI Model.
Total LH Passengers	169,204	
Estimated Load Factor	80.7%	Daily A340 with 293 seats at 98% completion

FORECAST STIMULATION AND RECAPTURE DETAIL FOR MUNICH - MCO LOCAL O&D MARKET



LH MCO-MUC FLOW PASSENGER DETAIL

CY 2020									
Airport Code	Airport Name	CY 2018		O&D Passengers		O&D Passengers		Share	LH Passengers
		MCO Passengers	Growth	After Growth	Stimulation	After Stimulation			
Beyond MUC									
MAN	Manchester	483,136	5.0%	532,657	0.0%	532,799	1.8%	9,590	
LHR/LGW	London	845,039	5.0%	931,655	0.9%	939,895	0.9%	8,459	
BEG	Belgrade	4,406	5.0%	4,858	100.0%	9,715	80.0%	7,772	
HEL	Helsinki	9,595	5.0%	10,578	24.6%	13,180	52.3%	6,892	
DUS	Dusseldorf	16,636	5.0%	18,341	11.7%	20,484	26.9%	5,500	
ARN	Stockholm	24,131	5.0%	26,604	7.8%	28,692	17.4%	4,994	
SOF	Sofia	2,768	5.0%	3,052	100.0%	6,103	80.0%	4,883	
BUD	Budapest	16,607	5.0%	18,309	9.0%	19,957	21.4%	4,272	
HAM	Hamburg	6,752	5.0%	7,444	21.6%	9,054	45.8%	4,149	
OTP	Bucharest	5,899	5.0%	6,504	22.5%	7,967	47.9%	3,815	
MRS	Marseille	3,362	5.0%	3,707	38.5%	5,135	70.5%	3,619	
TXL	Berlin	14,740	5.0%	16,251	8.2%	17,580	19.3%	3,385	
DUB	Dublin	121,703	5.0%	134,178	1.0%	135,531	2.5%	3,351	
BHX	Birmingham	9,975	5.0%	10,997	11.6%	12,273	26.0%	3,186	
BCN	Barcelona	32,346	5.0%	35,661	3.5%	36,919	8.5%	3,129	
GDN	Gdansk	2,748	5.0%	3,030	44.5%	4,379	71.3%	3,121	
CPH	Copenhagen	44,909	5.0%	49,512	2.6%	50,783	5.5%	2,800	
OSL	Oslo	28,936	5.0%	31,902	3.5%	33,023	8.5%	2,799	
GOT	Gothenburg	7,738	5.0%	8,531	11.9%	9,542	26.4%	2,523	
CTA	Catania	1,773	5.0%	1,955	54.2%	3,014	80.0%	2,411	
	Other	602,556	5.0%	664,318	3.3%	686,067	7.4%	50,589	
Total Connections		2,285,755	5.0%	2,520,045	2.5%	2,582,093	5.5%	141,238	

LOAD FACTOR SENSITIVITY ANALYSIS

Scenario	Aircraft	Weekly Frequencies	Seats per Departure	Annual Seats*	Forecast Passengers	Load Factor
Base Case	A350-900	7	293	209,612	169,204	80.7%
A350 5/week	A350-900	5	293	149,313	144,162	96.6%
A340 Daily	A340-600	7	297	212,474	162,968	76.7%
A340 5/week	A340-600	5	297	151,351	140,151	92.6%