



25-288-RFP-PS

INVESTMENT CONSULTANT SERVICES

Contract Term: July 04, 2025 through July 03, 2030

Contractor: Dahab Associates, Inc.

423 SOUTH COUNTRY ROAD

BAY SHORE, NEW YORK 11706

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PROFESSIONAL SERVICES AGREEMENT

FORM OF AGREEMENT

THIS AGREEMENT, made and entered into as of Jun 3, 2025, 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 **DAHAB ASSOCIATES, INC.** (the "Consultant"), with a business address at **423 SOUTH COUNTRY RD, BAY SHORE, NY 11706** (Aviation Authority and Consultant sometimes collectively referred to herein as the "Parties").

WITNESSETH:

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

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

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

1. Services to be Provided by Consultant.

1.0 Scope of Services. Consultant hereby agrees to perform for the Aviation Authority services and work product set forth on the scope of services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Services"). The Services may be modified or increased from time to time by written addendum to this Agreement signed by both parties; provided, however, the Aviation Authority shall have the right, by written notice to Consultant, to unilaterally reduce the scope of Services to be rendered hereunder.

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

1.2 Subconsultants. Consultant shall perform all of its obligations and functions under this Agreement by means of its own employees or by a duly qualified subconsultant approved in writing by the Aviation Authority in advance ("Subconsultant"); provided, however, no Subconsultant shall perform any of the Consultant obligations under this Agreement unless the Aviation Authority approves the Subconsultant in advance in writing. In the event any Subconsultant is employed, the Consultant shall continuously monitor the Subconsultant's performance, and shall remain fully responsible to ensure that the Subconsultant performs Services as required in accordance with this Agreement. The Aviation Authority shall have no obligation to pay for any unsatisfactory performance of Subconsultant nor to reimburse Consultant for Services rendered by Subconsultant in connection with Consultant's performance of Services unless the Aviation Authority has given prior written approval of the compensation to be paid Subconsultant by the Consultant. The Aviation Authority may require that invoices for all work (including invoices submitted to the Consultant for work performed by Subconsultant) shall be submitted to the Aviation Authority by the Consultant and the Aviation Authority shall pay all compensation to the Consultant, or the Authority shall have the right, but not the obligation, to pay a specific amount directly to any Subconsultant. Consultant agrees to pay such Subconsultant for their Services within fifteen (15) days after Consultant's receipt of payments from the Aviation Authority for accepted work performed by Subconsultant. It shall be the sole responsibility of the Consultant to deal with Subconsultant with respect to the collecting and submission of invoices and the payment of compensation. Payment of compensation by the Aviation Authority to the Consultant for work performed by Subconsultant shall relieve the Aviation Authority of all future liability to the Subconsultant and shall thereafter preclude the Subconsultant from bringing any claim against the Aviation Authority. Consultant agrees to include any relevant requirement, including but not limited to, insurance and indemnity requirements set forth herein in agreements with all Subconsultant for performing any Services.

1.3 Consultant's Reasonable Efforts and Standards of Performance.

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

1.4 Consultant's Liability. Consultant shall be and remain liable in accordance with applicable law for all damages to the Aviation Authority caused by the

improper acts or omissions of Consultant or by any Subconsultant in performing any Services to the extent determined by a court of competent jurisdiction, not subject to further appeal. All provisions of this Agreement specifying Consultant's obligation and duties in performing Services shall apply equally to Subconsultant performing Services.

1.5 Consultant's Obligation to Correct Errors or Omissions. Consultant agrees to be responsible for the quality, technical adequacy, and accuracy, of all Services furnished by Consultant or any Subconsultant, in accordance with its specific obligations hereunder. Consultant shall, without additional cost or expense to the Aviation Authority, correct or revise any errors, omissions, or other deficiencies in the Services performed by Consultant or Subconsultant, resulting from improper acts or omissions of Consultant or Subconsultant to the extent determined by a court of competent jurisdiction, not subject to further appeal.

1.6 Consultant's Compliance with Laws and Regulation. Consultant and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the Services rendered by Consultant hereunder, or to the wages paid by Consultant to its employees. Consultant shall require all of its Subconsultants to comply with the provisions of this section.

1.7 Consultant Is Not the Aviation Authority's Agent. Consultant is, and at all times shall be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of the Consultant by the terms of this Agreement. The Consultant shall be liable for any of its acts, and the acts of its Subconsultants, and respective agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee, nor principal and agent, between the Aviation Authority and the Consultant or any Subconsultant. Neither Consultant nor any Subconsultant is authorized to act as the Aviation Authority's agent hereunder nor to have the Aviation Authority, express or implied, to act for or bind the Aviation Authority.

2. Compensation.

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

2.1 Reimbursable Expenses. The annual compensation includes all expenses to be incurred by Consultant as contemplated on the Effective Date of this

Agreement. In the event that requirements for extraordinary travel arise then Consultant shall submit a request in writing in advance of the travel date(s) to the Chief Executive Officer, which request shall be handled in accordance with all applicable laws and section 430.02 of the Aviation Authority's Policies and Procedures Manual ("Travel Policy") as amended from time to time; however, such amount for international travel requires prior express written approval of the Aviation Authority.

2.2 Statements. The Consultant shall submit statements to the Aviation Authority for all Services rendered hereunder. The statements shall include detailed information pertaining to any fees received or expected to be received by the Consultant or an affiliate of the Consultant during the same period covered by the statements in connection with or arising from Services performed by the Consultant for the Aviation Authority. Statements shall be in a form and with detail satisfactory to the Aviation Authority, shall include the nature and amount of each fee, separated and identified as reasonably requested by the Aviation Authority. The making of any willfully false statement by the Consultant in a billing statement shall be grounds for the termination of this Agreement by Aviation Authority.

2.3 Maintenance of Records. Consultant shall maintain complete and accurate records relating to Services rendered pursuant to this Agreement. Cost records shall be kept in accordance with generally accepted accounting principles and practices consistently applied and in Consultant's customary form and scope. Records and invoices for Services shall include all of the information required in order to determine Consultant's Services performed hereunder, and shall identify the Services rendered in a manner reasonably acceptable to the Aviation Authority.

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

2.5 Adjustment to Fees. Consultant represents and warrants that all billable fees furnished by Consultant to the Aviation Authority shall be accurate, complete,

and current as of the date of this Agreement and as of the date of any addendum hereto.

3. Term and Termination.

3.0 Term. This Agreement shall become effective upon its execution by the Aviation Authority and shall continue in effect for the estimated period of five (5) years unless terminated earlier as provided for herein or extended by an Amendment hereto executed by both Parties. The Agreement between the successful Respondent and the Aviation Authority will be non-exclusive.

3.1 Termination on Default. This Agreement may be terminated in whole or in part in writing by either party in the event of the failure or refusal of the other party to perform or do any obligation herein required of that party within five (5) days after written notice from the non-defaulting party. Liability arising from improper acts or omissions and any indemnity obligations shall survive the termination of this Agreement.

3.2 Termination without Default. The Aviation Authority may terminate this Agreement for any reason or no reason upon not less than thirty (30) calendar days written notice of intent to terminate.

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

3.4 Notice of Intent to Terminate. Upon receipt of notice of intent to terminate from the Aviation Authority pursuant to sections 3.2 or 3.3 above, or upon Consultant's giving of notice of intent to terminate pursuant to section 3.2 above, Consultant shall: (1) promptly discontinue all Services affected (unless the Aviation Authority directs otherwise); and (2) deliver or otherwise make available to the Aviation Authority all data, calculations, estimates, graphics, documents, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been produced as original deliverables by Consultant or by Subconsultants in performing services under this Agreement, whether completed or in process.

3.5 The Aviation Authority's Right to Complete Terminated Services. Upon termination pursuant to sections 3.2 or 3.3 above, the Aviation Authority may take over the Services and perform the Services to completion by agreement with another party or otherwise. In doing so, the Aviation Authority shall not waive any rights it may have to pursue any and all rights it may have against Consultant arising out of Consultant's performance hereunder.

4. Warranties and Representations of Consultant.

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

4.1 Public Entity Crimes/Debarment. Consultant represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and Consultant further represents and warrants unto the Aviation Authority that to the best of its knowledge and good faith belief that neither Consultant nor any affiliate of Consultant has ever been convicted of a public entity crime. Consultant acknowledges receipt of the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list. Further, any entity or individual placed on the Aviation Authority's Debarment List pursuant to the Aviation Authority Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, Response or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Aviation Authority, on behalf of the Aviation Authority, or on the Aviation Authority's property, regardless of whether there is a contractual relationship with the

Aviation Authority. The Aviation Authority will disqualify any submission, bid or Response that includes a person or entity on the Debarment List. You may request a copy of the Aviation Authority's Debarment List for your review at the following email: debarmentlist@goaa.org

4.2 Public Records; Open Meetings. The Consultant has been advised that the Aviation Authority, and its activities, are subject to (i) the Public Records Law, Chapter 119, Florida Statutes, which imposes broad disclosure requirements upon documents of the Aviation Authority with regard to documents deemed to be public records, and (ii) the Government-in-the-Sunshine-Law, Section 286.011, Florida Statutes, which requires, with limited exceptions, the Aviation Authority to conduct business in open meetings. Consultant will cooperate with Aviation Authority to observe and comply with the requirements of said laws in performing the Services. The Consultant agrees that it will comply with all Aviation Authority policies and procedures in observing the requirements of said laws.

4.3 Duty to the Aviation Authority. The Consultant will represent the Aviation Authority to the best of the Consultant's ability with respect to the performance of the Services, including without limitation in making recommendations to the Aviation Authority and will not make recommendations or otherwise perform Services based on criteria or factors other than the best interests of the Aviation Authority.

4.4 Conflict of interest. The Consultant shall comply at all times with the affirmative statement provided with its Response that during the period of this Agreement, the Consultant and its team members are not currently involved with any active agreement with any Aviation Authority's 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.

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

4.6 Consultant to Comply. The Consultant shall comply at all times with the certifications, affirmative statements and other representations made by the Consultant in the Response in connection with this Agreement, unless waived in writing by the Aviation Authority; which certifying affirmative statements and other representations are incorporated herein by this reference.

5. Member Protection: Waiver.

No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the Services

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

6. Indemnification.

The Consultant shall indemnify, defend and hold completely harmless the Aviation Authority and the City, and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens advisory committees of each), officers, employees and agents of each 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 the 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 Consultant's performance of services under this Agreement, or (iii) the wrongful 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. The 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.

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

7.1 General Liability and Automobile Liability:

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

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

7.2 Additional Insured Endorsement. Such above referenced liability insurance shall name Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

7.3 Workers' Compensation and Employer's Liability. The following insurance shall apply to all Consultant's employees who will be engaged on Authority property in the performances of Services in this Agreement: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than \$100,000 for each accident, \$100,000 for disease each employee and \$500,000 for disease policy limit. If the Consultant is self-insured, the Consultant shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations.

7.4 Professional Services / Errors & Omissions Liability

Insurance. Insurance covering Consultant for claims, losses and expenses resulting from wrongful acts or omissions committed in the performance of, or failure to perform, all Services under this Agreement with limits not less than **Five Million Dollars (\$5,000,000)** per claim.

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

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

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

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

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

7.5.5 All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando. A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of contract or prior to any start of services, whichever comes first, and each renewal thereafter during the term of this Agreement and its renewal/extension. Consultant acknowledges that any acceptance of Certificate of Insurance by the Aviation Authority does not waive any obligations herein this Agreement.

7.5.6 The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Consultants who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will

be sent instructing each Consultant of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Consultants will respond as directed in the introductory letter as well as any further instructions they may receive.

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

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

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

8. Compliance with Non-Discrimination Requirements.

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:

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

8.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any Sub-Consultant, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section

21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

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

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

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

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

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

8.6 Incorporation of Provisions. The Consultant shall include the provisions of subsections 8.1 through 8.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Aviation Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a SubConsultant or supplier as a result of such direction, the Consultant may request the Aviation Authority to enter into such litigation to protect the interest of the Aviation Authority and, in addition, the Consultant may request the United States to enter into such

litigation to protect the interests of the United States. The Consultant assures the Aviation Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Consultant from the period beginning with the initial solicitation through the completion of the Agreement.

9. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A.

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, subrecipients and contractors, 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 Labor Standards Act.

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

11. Occupational Safety and Health Act of 1970.

All contracts and subcontracts that result from this contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and

their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

12. Whistle Blower Reporting Line.

The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form at www.integritycounts.ca/org/GOAA. The Consultant shall include this reporting requirement in all subcontracts and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

13. Florida Law.

This Agreement was made in the State of Florida and shall be governed by and construed in accordance with Florida law.

14. Remedies.

In the event of default, in addition to any other remedy available to the non-defaulting party, the non-defaulting party 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 the Aviation Authority and Consultant. The parties hereby agree that process shall be served on Consultant and the Aviation Authority in the manner prescribed by applicable law. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights and either party may have to a trial by jury of any such litigation.

17. Transfers, Assignments and Subcontracts.

Consultant shall not transfer or assign any of its rights hereunder except as otherwise authorized in this Agreement or any of its obligations hereunder to third parties without the prior written approval of the Aviation Authority. The Aviation Authority shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this section, this Agreement shall inure to the benefit of and be binding upon the Aviation Authority and Consultant, and their respective successors and assigns.

18. Miscellaneous Provisions.

18.1 The Consultant shall promptly observe, and comply with applicable provisions of all federal, state and local laws, rules and regulations that govern or apply to the services rendered by the Consultant hereunder.

18.2 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 SOLICITATION will become the property of the Aviation Authority, will not be returned to the Consultant, and will be incorporated in the final Agreement in the event of Agreement award. Any work product produced as part of the Agreement will become the exclusive property of the Aviation Authority.

18.4 If the Aviation Authority determines that modifications to this Agreement are required in order to qualify for federal or state funding for the services to be rendered by the Consultant hereunder, and if the Consultant is unable to comply within a reasonable time with applicable federal and state laws and regulations governing the grant of such funds for services to be rendered hereunder, then notwithstanding anything else herein contained, Aviation Authority shall have the

right, by giving written notice to the Consultant, to terminate this Agreement forthwith.

18.5 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 Response 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 the Aviation Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by the Aviation Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Consultant and SubConsultant 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 AGREEMENTT, PLEASE USE THE LINK TO CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS:

<https://flymco.com/airport-business/public-records/> ; PHONE NUMBER: (407) 825-2400; AND MAILING ADDRESS: GREATER ORLANDO AVIATION AUTHORITYY, 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 section 1.1 above, this Agreement shall not be amended or modified other than in an amendment writing signed by the parties hereto. The Aviation Authority and Consultant reserve the right to amend this Agreement in writing at any time by such mutually executed amendment. Failure to by any party at any time to enforce any default or right reserved to it or to require the performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be deemed a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

21. Severability.

If any term or provision of this Agreement shall be found to be unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

22. Time is of the Essence.

Time is of the essence in the performance of this Agreement.

23. Execution and Counterparts.

To facilitate execution, the parties hereto agree that this Agreement and any Amendments may be executed and tele-copied to the other party and that the execution telecopy shall be binding and enforceable as an original. The parties agree to fully execute two (2) originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

24. Notices.

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

GREATER ORLANDO AVIATION AUTHORITY
25-288-RFP-PS Investment Consultant Services

To Consultant: Dahab Associates, Inc.

Attention: Suzanne Houlihan - suzanne@dahab.com

423 South Country Road

Bay Shore, New York 11706

To Aviation Authority: Greater Orlando Aviation Authority

One Jeff Fuqua Boulevard

Orlando, Florida, 32827-4399

Attention: Chief Executive Officer

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

[The remainder of this page is intentionally blank.]

GREATER ORLANDO AVIATION AUTHORITY
25-288-RFP-PS Investment Consultant Services

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

"AVIATION AUTHORITY"

Lance Lyttle

By: box SIGN 4W263WW8-4ZJW8Z9Z

Title: CEO

Date: Jun 3, 2025

"CONSULTANT"

DAHAB ASSOCIATES, INC.

William E. Dahab

By: box SIGN 157LQRLL-4ZJW8Z9Z

Title: CEO

Date: May 30, 2025

APPROVED AS TO FORM AND LEGALITY

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

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

Jo Tracker

By: box SIGN 1R68P9LP-4ZJW8Z9Z

Date: Jun 1, 2025

EXHIBIT A - SCOPE OF SERVICES

A. Consultant(s) will provide

The Respondent shall provide the following services under the direction of the Retirement Benefits Committee ("RBC") and Aviation Authority staff for the applicable plans.

Investment Management

- A. Provide oversight of investment manager/investment fund performance and adherence to the Investment Policy Statements. Assist the RBC in developing and maintaining, on an on-going basis, a comprehensive investment policy statement.
- B. Research and recommend investment managers or firms to manage the investment options available for the applicable plans. Managers are to be evaluated by the Respondent on an on-going basis and should be changed when deemed necessary by the RBC with guidance from the Investment Respondent
- C. Review the Plans performance, compliance updates, and other relevant information presented to the RBC at scheduled meetings. Lead Consultant and any other staff deemed necessary will attend monthly or as otherwise scheduled meetings with the RBC.
- D. Allocate assets among various investments taking into consideration the authorized investment policy objectives and guidelines
- E. Identify investment options that represent a broad array of choices ranging from stable value and/or guaranteed investments to those that offer a greater potential for longer returns and higher risks.
- F. Monitor and analyze allocations to determine whether or not the current asset allocations stay within the objectives and guidelines of the Plans investment policies.
- G. Observe the requirements to Section 112.661 of the Florida Statutes and all other relevant Florida laws.

B. Additional Services

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

C. Non-Exclusive Services

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

GREATER ORLANDO AVIATION AUTHORITY
25-288-RFP-PS Investment Consultant Services

EXHIBIT B - SCHEDULE OF FEES

Line Item	Description	Unit of Measure	ANNUAL FIXED FEE
YEAR 1			
	Annual Fixed Fee for Consulting Services for the		
1	Defined Benefit Retirement Plan (DB) plan	1	\$36,000.00
	Annual Fixed Fee for Consulting Services for the		
2	Defined Contribution Retirement Plan (DC) plan	1	\$20,700.00
	Annual Fixed Fee for Consulting Services for the		
3	Deferred Compensation 457 Plan	1	\$9,900.00
	Annual Fixed Fee for Consulting Services for the		
4	Other Post-Employment Benefits Trust OPEB	1	\$23,400.00
YEAR 2	Trust		
	Annual Fixed Fee for Consulting Services for the		
1	Defined Benefit Retirement Plan (DB) plan	1	\$36,000.00
	Annual Fixed Fee for Consulting Services for the		
2	Defined Contribution Retirement Plan (DC) plan	1	\$20,700.00
	Annual Fixed Fee for Consulting Services for the		
3	Deferred Compensation 457 Plan	1	\$9,900.00
	Annual Fixed Fee for Consulting Services for the		
4	Other Post-Employment Benefits Trust OPEB	1	\$23,400.00
YEAR 3	Trust		
	Annual Fixed Fee for Consulting Services for the		
1	Defined Benefit Retirement Plan (DB) plan	1	\$36,000.00
	Annual Fixed Fee for Consulting Services for the		
2	Defined Contribution Retirement Plan (DC) plan	1	\$20,700.00
	Annual Fixed Fee for Consulting Services for the		
3	Deferred Compensation 457 Plan	1	\$9,900.00
	Annual Fixed Fee for Consulting Services for the		
4	Other Post-Employment Benefits Trust OPEB	1	\$23,400.00
YEAR 4	Trust		
	Annual Fixed Fee for Consulting Services for the		
1	Defined Benefit Retirement Plan (DB) plan	1	\$36,000.00
	Annual Fixed Fee for Consulting Services for the		
2	Defined Contribution Retirement Plan (DC) plan	1	\$20,700.00
	Annual Fixed Fee for Consulting Services for the		
3	Deferred Compensation 457 Plan	1	\$9,900.00
	Annual Fixed Fee for Consulting Services for the		
4	Other Post-Employment Benefits Trust OPEB	1	\$23,400.00
YEAR 5	Trust		
	Annual Fixed Fee for Consulting Services for the		
1	Defined Benefit Retirement Plan (DB) plan	1	\$36,000.00
	Annual Fixed Fee for Consulting Services for the		
2	Defined Contribution Retirement Plan (DC) plan	1	\$20,700.00
	Annual Fixed Fee for Consulting Services for the		
3	Deferred Compensation 457 Plan	1	\$9,900.00
	Annual Fixed Fee for Consulting Services for the		
4	Other Post-Employment Benefits Trust OPEB	1	\$23,400.00
	Trust		

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

Nongovernmental Entity's Name:	<u>Dahab Associates, Inc.</u>		
Nongovernmental Entity's FEIN:	<u>11-2783874</u>		
Authorized Officer or Representative Name and Title:	<u>William E. Dahab</u>	<u>CEO</u>	
Nongovernmental Entity's Address:	<u>423 South Country Road</u>		
City:	<u>Bay Shore</u>	State:	<u>NY</u> Zip: <u>11706</u>
Phone Number:	<u>6316656181</u>		
Email Address:	<u>wdahab@dahab.com</u>		

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13).

The nongovernmental entity identified above does not, pursuant to section 787.06(2)(a):

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine, or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

By: 
box SIGN 157LQRL-4ZJW8Z9Z
Authorized Officer or Representative for Nongovernmental Entity
Print Name and Title: William E. Dahab CEO
Date: May 30, 2025



REQUEST FOR PROPOSALS

25-288-RFP-PS

INVESTMENT CONSULTANT SERVICES

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8. PRICING TABLE
9. VENDOR QUESTIONNAIRE
10. PROFESSIONAL SERVICES AGREEMENT SAMPLE

1. INTRODUCTION

1.1. Summary

The Aviation Authority is seeking an experienced **Investment Consultant** to provide expert guidance on managing the investments for several key retirement and benefit plans, including the **Defined Benefit (DB) Plan, Defined Contribution (DC) Plan, Deferred Compensation (457) Plan, and Other Post Employment Benefits (OPEB)**. The chosen consultant will also serve as a **co-fiduciary**, sharing responsibility for ensuring these funds are managed responsibly and in the best interests of all plan participants.

All plans are **governmental plans** and are therefore not subject to the **Employee Retirement Income Security Act (ERISA)**.

1.2. Intent

The Aviation Authority's intent is to enter into a non-exclusive Professional Services Agreement for the services described in this solicitation for a five (5) year base period, with one (1) option. Professional Services Agreement to start on or about 07/01/2025.

1.3. Background

Orlando International Airport (MCO) is operated and managed by the Greater Orlando Aviation Authority (the "Aviation Authority").

1.4. Tentative Timeline

Release Project Date:	January 8, 2025
Question Submission Deadline:	January 29, 2025, 5:00pm
Release of Addendum:	February 5, 2025, 5:00pm
Response Submission Deadline:	February 17, 2025, 11:00am
Evaluation Committee Date:	March 27, 2025
Interview Date (if any):	April 10, 2025
Aviation Authority Board Approval Date:	May 21, 2025

Dates/times are subject to change.

2. GENERAL INFORMATION

2.1. Intent and Purpose

It is the intent of the Aviation Authority that a Respondent will provide the services specified in the Scope of Services detailed in Section 5.0. The Aviation Authority intends to select the Respondent that it deems to be the most highly qualified, responsible, and responsive to the Aviation Authority to perform the required services after considering the evaluation criteria, in its exclusive discretion.

The Aviation Authority is the Florida governmental body responsible for the management of the Orlando International Airport and the Orlando Executive Airport.

The Aviation Authority maintains the following Plans:

1. A Defined Benefit Retirement Plan (DB) with approximately \$141,312,903 million in assets as of September 30, 2024, invested by the RBC, with analysis and assistance of an Investment Advisor. The DB Plan has been closed since October 1, 1999. (Plan Profile is included in Section 5.5).
2. A Defined Contribution Retirement Plan (DC) with approximately \$81,524,573 million in assets as of September 30, 2024 in a variety of employee-directed investment options. These investment options are selected by the RBC, with analysis and assistance of an Investment Advisor. (Plan Profile is included in Section 5.6).
3. A Deferred Compensation Plan (457b) with approximately \$39,075,627 million in assets as of September 30, 2024. (Plan Profile is included in Section 5.7).
4. An Other Post-Employment Benefits (OPEB Trust) with approximately \$91,323,063 million in assets as of September 30, 2024 which are invested by the RBC with advice of an Investment Advisor. (Plan Profile is included in Section 5.8)

2.2. Solicitation Information / Instructions To Respondents

- A. All prospective Respondents shall thoroughly examine and become familiar with the Solicitation package and carefully note the items which must be submitted with the Solicitation as detailed in Section 9.0 Vendor Questionnaire.
- B. Submission of a Response shall constitute an acknowledgment that the Respondent has read and understands the Solicitation Documents. The failure or neglect of a Respondent to receive or examine any Solicitation Document shall in no way relieve it from any obligations under its Response or the Professional Services Agreement. No claim for additional compensation will be allowed which

is based upon a lack of knowledge or understanding of any of the Professional Services Agreement Documents or the scope of work.

- C. Sealed electronic responses will be received for this Solicitation through the Greater Orlando Aviation Authority e-Procurement Platform located at <https://procurement.opengov.com/portal/goaa>. Once you have completed the free account registration, browse back to this page, click on "Draft Response", and follow the instructions to submit the electronic response. By way of the Platform, responses will be locked and digitally encrypted until the submission deadline passes.
- D. All Responses must be received by the Aviation Authority as noted in the Section 1: Introduction. All Responses timely received will be listed with the name of the Respondent during the Virtual Announcement of Respondents. The e-Procurement Platform will not allow for late submittals.
- E. The time/date stamp clock located in the electronic submittal Platform shall serve as the official authority to determine lateness of any response.
- F. If the Aviation Authority determines that it is necessary to change the dates or times prior to the due date, the change will be announced and posted on the e-Procurement Platform.
- G. The Aviation Authority shall not be responsible for delays caused by any occurrence. This shall include any delay as a result of a technology issue. Any late response shall not be accepted.
- H. Responses submitted by hard copy, e-mail, or fax shall not be accepted. Responses submitted outside of the designated submission-Procurement Platform shall be rejected as non-responsive regardless of where and when they were received.
- I. Respondents shall not be allowed to modify their responses after the opening time and date.
- J. Unless otherwise noted, Respondents shall submit one Response only.
- K. Each Respondent shall complete Section 9.0 Vendor Questionnaire. Please respond to each item individually, as applicable.
- L. Unless otherwise directed, all uploaded files must be in PDF format. Do not upload zip files.
- M. Once the deadline for receipt of Responses has occurred, no Response may be altered or withdrawn for a period of 180 days after such deadline.

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

- A. Any communication during the solicitation process must be submitted to the Aviation Authority via the e-Procurement Platform, <https://procurement.opengov.com/portal/goaa>, prior to the deadline for Questions.
- B. All answers to inquiries will be posted on the Aviation Authority e-Procurement Platform. Respondents may also click "Follow" on this Solicitation to receive an email notification when answers are posted. It is the responsibility of the Respondent to check the website for answers to inquiries.
- C. In accordance with Administration Policies (Sections 180.01 and 180.03) of the Aviation Authority, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Respondent or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made. A copy of the Administration Policies (Sections 180.01 and 180.03) is available upon request from the Manager of Board Services.
- D. All firms are hereby placed on notice that the Aviation Authority Board and staff shall not be contacted about this Solicitation. Firms and their agents shall not contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of the designated Procurement Agent and the Small Business Development Department). An appropriate official or employee of the Aviation Authority may initiate communication with a Respondent in order to obtain information or clarification needed to develop a proper and accurate review of the Response. Any official communication from a Respondent during the solicitation process should be submitted via the e-Procurement Platform as directed during the solicitation process. Failure to adhere to these requirements may result in an Aviation Authority Board action to disqualify your firm from consideration of award.
- E. Requests for interpretation, clarification or correction of Solicitation documents, forms or other material in the Solicitation must be made in writing via the e-Procurement Platform during the Question-and-Answer period. Questions or issues raised at the Pre-Submittal Meeting or during the Question-and-Answer period, which, in the Aviation Authority's discretion, necessitate changes to the

Solicitation documents, will be the subject of an addendum to this solicitation at the conclusion of the question period, and will be made available through the e-Procurement Platform. It is the responsibility of each Respondent to ensure that it has received and reviewed any and all such solicitations or addendum.

2.4. Lobbying Statement

All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Response. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request for Response; and written correspondence concerning Responses may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Respondent in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Respondent during the Response process should be submitted via the e-Procurement Platform as directed during the Response process or in writing to the Greater Orlando Aviation Authority, GOAA Annex Building, Procurement Services Department, 5855 Cargo Road, Orlando, FL 32827- 4399. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Manager of Board Services. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award. Respondents to this Solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. (F.S. 287.057 (25))

2.5. Exceptions to Terms and Conditions within the Solicitation

If a Respondent desires any changes or modifications to the terms and conditions set forth in their response, the Respondent should submit these changes or modifications to the Aviation Authority in writing, via the e-Procurement platform Questions, prior to the deadline for questions. The Aviation Authority will consider such requested changes to the Professional Services Agreement's terms and conditions. If any such requested changes or modifications are acceptable, the Aviation Authority will modify the terms and conditions by Addenda to this Solicitation prior to the deadline for Response submission. In submitting any requested changes or modifications, a Respondent

should state the specific terms or conditions in the Aviation Authority's Response Document, which the Respondent wishes to change, and the desired language, terms or conditions. Respondents are requested to not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change. Exceptions noted within the Response submittal may cause the Response to be deemed non-responsive.

2.6. Withdrawal of Responses

No Response may be withdrawn after the scheduled Response opening time for a period of 180 days. Any Respondent withdrawing or attempting to withdraw its Response prior to the expiration of the 180 day period shall be obligated to reimburse the Aviation Authority for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Respondent or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of the Aviation Authority's other damages. A Respondent's submission shall be deemed the Respondent's acknowledgment of an agreement to the provisions of this Section.

2.7. Notice of Intent to Award

Unless all Responses are rejected by the Aviation Authority, a Notice of Intent to Award is anticipated to be provided within 90 days from the opening of Responses. Such Notice will be posted to the E-Procurement Platform.

2.8. Schedule of Fees

- A. Provide Schedule of Fees in OpenGov, using the pricing table provided. Responses in any other format (such as a quote on the Respondent's template) will not be accepted or reviewed.
- B. Unless otherwise directed, pricing information shall not be included in any other areas of the Response.
- C. Any anticipated increases in Respondent's costs during the term must be reflected in its prices set forth in its Response.
- D. The Aviation Authority shall not be obligated to renegotiate or increase any price on a Respondent's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Respondent's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages if applicable, shall be included in such Respondent's prices listed in its Response.

2.9. Incurred Cost

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

2.10. Public Meetings/Public Records

Please be aware that all meetings of the Aviation Authority's Board are duly noticed public meetings and all documents submitted to the Aviation Authority as a part of or in connection with a Solicitation will constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein. Public meetings are posted on the Aviation Authority's website:

<https://flymco.com/airport-business/sunshine-meetings/>

2.11. Proprietary Information

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 Respondents should be aware that the Solicitation and the responses thereto are public records. However, the Respondents are requested to identify specifically any information contained in their Response, which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The Aviation Authority will consider a Respondent's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions. All information and documents received from Respondents in response to this Solicitation will become the property of the Aviation Authority, will not be returned to the Respondents, 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.

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

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

2.13. Code of Ethics and Business Conduct Policy

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 Respondent and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Respondent to Respond on any Professional Services Agreement or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Manager of Board Services.

2.14. Appeals

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

2.15. Nondiscrimination Legal Notices

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

2.16. Reservation of Rights

- A. The Aviation Authority reserves the right, in its sole discretion, to waive any informalities or irregularities of a Response, except that:
 - 1. the Aviation Authority will not waive the requirement that a Response, complete in all material respects, be received by the Aviation Authority by the time and date specified in the Timeline for the receipt thereof, and

2. the Aviation Authority will not consider any Response which does not conform in all material respects to the terms of this Solicitation including a commitment to execute the Professional Services Agreement by the Respondent, if applicable.
- B. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Respondent's past performance and may consider such information in its evaluation and selection of Respondents.
- C. The Aviation Authority reserves the right to request clarification of information submitted in any Response, to require additional information from any Respondent, or, in the Aviation Authority's sole discretion, to reject any or all Respondents for any reason and to re-advertise or not to re-advertise the Solicitation.
- D. The Aviation Authority reserves the right to reject responses containing any additional terms or conditions not specifically requested in the original special conditions and/or the terms and conditions.
- E. The Aviation Authority reserves the right to cancel an award to a Respondent upon due cause—i.e., misrepresentation, negligence, non-performance, etc. via written notice.
- F. As the best interest of the Aviation Authority may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof.
- G. All awards made as a result of this Solicitation shall conform to applicable policies of the Aviation Authority.
- H. The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of Services of the resulting Professional Services Agreement at any time, without cause.
- I. The Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The extent and Scope of the Services, along with the fees for such services, will be subject to final approval by the Aviation Authority. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Respondent to perform the required Services described herein.
- J. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

3. INSURANCE REQUIREMENTS

3.1. General Information

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

3.2. Commercial General Liability and Automobile Liability Insurance

- A. Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and contractual liability for Consultant's covenants, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence; and
- B. Automobile liability covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Authority property resulting in property damage or bodily injury, including death with a limit of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per accident;
- C. Additional Insured Endorsement. Such above referenced liability insurance shall name the Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

3.3. Workers' Compensation and Employer's Liability Insurance

The following insurance shall apply to all Consultant's employees who will be engaged on Aviation Authority property in the performances of Services in this Agreement: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than \$100,000 for each accident, \$100,000 for disease each employee and \$500,000 for disease policy limit. If the Consultant is self-insured, the Consultant shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations.

3.4. Professional Errors, Fiduciary and Omissions Insurance

Insurance covering Consultant for claims, losses and expenses resulting from wrongful acts or omissions committed in the performance of, or failure to perform, all Services under this Agreement with limits not less than \$5,000,000.00 per claim. Consultant must also obtain Insurance coverage for claims, losses and expenses resulting from any

and all Fiduciary Liability in the performance of or failure to perform services under this Agreement with limits not less than \$5,000,000.00.

3.5. Other Insurance Requirements

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

- A. **Self-Insured Retention and Deductibles.** Consultant's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Professional Services Agreement is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Professional Services Agreement is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Consultant's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Consultant pay the deductible prior to its insurer's payment of the claim.
- B. Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.
- C. Insurance shall be carried with an insurance company or companies with a financial stability rating by A.M. Best of B+ VI or better and said policies shall be in a form acceptable to the Aviation Authority.
- D. Any liability insurance maintained by Consultant written on a claims-made form basis will maintain coverage for two (2) years to cover claims made after the Consultant has concluded its services to the Aviation Authority.
- E. All insurance required for the Professional Services Agreement shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando. A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of Agreement or prior to any start of services, whichever comes first, and each renewal thereafter during the term of the Professional Services Agreement and its renewal/extension. Consultant acknowledges that any acceptance of Certificate of Insurance by the Aviation Authority does not waive any obligations herein the Professional Services Agreement.
- F. The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Professional Services Agreements. Consultants who enter into a Professional Services Agreement with the Aviation Authority will be contacted directly by the

third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Consultant of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Agreement. Consultants will respond as directed in the introductory letter as well as any further instructions they may receive.

- G. The Consultant shall provide the Aviation Authority immediate written notice of any adverse material change to the Consultant's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Consultant's self-insured retention and any non-renewal or cancellation of required insurance.
- H. If any insurance coverage is canceled or reduced, Consultant shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Consultant fails to obtain or have such insurance reinstated, the Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Consultant, immediately terminate the Professional Services Agreement upon written notice to Consultant.
- I. The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of the Professional Services Agreement, and Consultant shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

4. MINIMUM REQUIREMENTS

Respondent must meet all the Minimum Requirements listed in this section in order to be considered for award. Respondents must address each Minimum Requirement, and provide affirmative statements and/or documentation to demonstrate meeting all the Minimum Requirements, as directed in Section 9.0 Vendor Questionnaire.

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

4.1. Minimum Requirements

Respondent shall have a minimum of ten (10) years of continuous, recent, relevant and verifiable experience providing services of the type described in Section 5.0 Scope of Work/Specification, within ten (10) years prior to the deadline of this Solicitation. Respondent shall provide an affirmative statement and/or documentary proof of such experience in Section 9.0 Vendor Questionnaire.

The Respondent must provide a written statement that it is willing and able to do business with the Aviation Authority's existing providers as listed in the Scope of Services Section 5.

4.2. Access to Market Managers

Respondent must maintain and have access to a database of domestic and international public market managers.

4.3. Registration with the State of Florida

Respondent must be certified to do business in the State of Florida.

4.4. Registration with the Securities and Exchange Commission

- A. The Respondent must be an investment consultant registered with the Securities and Exchange Commission under the Investment Advisor's Act of 1940.
- B. The Respondent must maintain such registration at all times during the term of the agreement (unless exempt and an explanation of the exemption is provided).
- C. The Respondent is a co-fiduciary of all Plans in accordance with the provisions of Florida Statutes, Section 112.656.
- D. The Respondent will not be expected to render legal, accounting, or actuarial advice, or to prepare any such documents.
- E. The Respondent must provide copies of the most recent form ADV, Parts 1 and 2 with its response to this solicitation.

4.5. References

- A. Respondent must provide at least 3 references from Clients to whom the Respondent delivered goods or provided services of a similar scope and size, within 5 years from the date of this Solicitation.
- B. Respondents' references should demonstrate that the Respondent reasonably has the reputation to perform the Scope of Services / provide goods.
- C. References shall be able to validate the Respondent's capabilities and experience.
- D. The Respondent authorizes the Aviation Authority, its staff or consultants to contact any of the references provided in the Response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Respondent and its Team members. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Respondent's past performance and may consider such information in its evaluation and selection of Respondents.
- E. Respondent bears full responsibility for naming references which will respond to the Aviation Authority's reference checks. If the Respondent's references do not respond to the Aviation Authority's reference checks, the Respondent's may be deemed non-responsive.
- F. If the Respondent is a joint venture or partnership, which is not currently in existence, the requested documentation listed below shall be submitted from each entity of the proposed joint venture or partnership.

4.6. License / Certification Requirements

This solicitation requires the following License(s)/Certification(s): Registration with the SEC. Proof of such certification / license must be provided in Section 9: Vendor Questionnaire.

4.7. Respondent's Certificate, Willingness to Sign Agreement

- A. The Respondent must acknowledge it is a co-fiduciary of all Plans in accordance with the provisions of Florida Statutes, Section 112.656.
- B. The Respondent will not be expected to render legal, accounting, or actuarial advice, or to prepare any such documents.
- C. The Respondent must provide copies of the most recent form ADV, Parts 1 and 2 with its Response to this Solicitation.

- D. The Respondent must affirm that they are authorized and willing to sign the Professional Service Agreement as a result of award to this Solicitation.

5. SCOPE OF SERVICES

5.1. Scope of Services

The Respondent shall provide the following services under the direction of the Retirement Benefits Committee ("RBC") and Aviation Authority staff for the applicable plans.

Investment Management

- A. Provide oversight of investment manager/investment fund performance and adherence to the Investment Policy Statements. Assist the RBC in developing and maintaining, on an on-going basis, a comprehensive investment policy statement.
- B. Research and recommend investment managers or firms to manage the investment options available for the applicable plans. Managers are to be evaluated by the Respondent on an on-going basis and should be changed when deemed necessary by the RBC with guidance from the Investment Respondent
- C. Review the Plans performance, compliance updates, and other relevant information presented to the RBC at scheduled meetings. Lead Consultant and any other staff deemed necessary will attend monthly or as otherwise scheduled meetings with the RBC.
- D. Allocate assets among various investments taking into consideration the authorized investment policy objectives and guidelines
- E. Identify investment options that represent a broad array of choices ranging from stable value and/or guaranteed investments to those that offer a greater potential for longer returns and higher risks.
- F. Monitor and analyze allocations to determine whether or not the current asset allocations stay within the objectives and guidelines of the Plans investment policies.
- G. Observe the requirements to Section 112.661 of the Florida Statutes and all other relevant Florida laws.

5.2. Oversight of Administrative Services

Respondent shall provide oversight of recordkeeping services (DC and 457 Plans, currently Empower Retirement/Custodian is Wells Fargo), and trustee/custodial services for DB Plan and OPEB Trust (current Custodian is U.S. Bank) to include but not limited to:

- A. Trustee/Custodial Services Oversight - The Respondent shall assist the RBC in maintaining appropriate controls over the safekeeping of the assets of the Defined Benefit Plan, Defined Contribution Plan, Deferred Compensation Program and the OPEB Trust.
- B. Monthly, quarterly statement of investment performance for each plan relative to assigned benchmark.
- C. Monitor investment manager performance to assigned benchmark and compliance with diversification guidelines.
- D. Trustee education on investment market and potential asset classes for use within the Plan
- E. Annual valuation to include, but is not limited to, contribution and cash flow analysis and review.
- F. Communication and Education Services - Respondent shall assist in the planning of and participation in educational sessions for the RBC and employees.
- G. Regulatory Services - The Respondent shall assist the Aviation Authority in keeping the Plans in compliance with Federal and State of Florida laws and regulations.

5.3. Fiduciary Services

Respondent shall:

- A. Provide investment advice to assist in defining investment goals and objectives to be pursued in the areas of risk, preservation of capital, liquidity and income or appreciation potential; assist in the design, implementation and ongoing maintenance of the Plan and render investment advice to the RBC in the capacity as plan co-fiduciary;
- B. Recommend design, implementation and management of an investment portfolio necessary to achieve the objectives of the Aviation Authority Plans; and
- C. Assist with the maintenance of the Plans investment policies and implementation of selected strategies.

5.4. Request for Proposal (RFP) Services

- A. The awarded Respondent shall assist, when directed by the RBC with concurrence from the Aviation Authority Board in developing and evaluating RFPs to secure third-party services such as: record keeper for the DC and 457 Plans, proxy services, custodial services for DB and OPEB Trust, actuary, legal counsel and fund managers.

- B. Awarded Respondent shall assist with the development, negotiation and review of contracts for the Plan services, as needed.

5.5. Defined Benefit Retirement Plan (DB): (Closed Plan)

Total Number of Current Participants (Active employees): 14

Total Number of Retirees (Receiving a benefit): 345

Total Number of Inactive Participants (Not currently receiving a benefit): 50

Eligibility Requirement:

Until October 1, 2001, an employee whose customary scheduled employment was for at least forty (40) hours per week and 2080 hours in a 12 consecutive month period. As of October 1, 2001, an employee is eligible if the employee's customary scheduled employment is for more than twenty (20) hours per week and 1040 hours in a consecutive 12 month period.

Entry Date: This plan has been closed to new participants since October 1, 1999.

Types of Retirement:

- **Normal Retirement:** Completes 25 years of Credited Service or has both attained age 65 and completed 7 years of Credited Service.
- **Early Retirement:** A Participant has attained age 55 and completed at least 7 years of Credited Service.
- **Vested Retirement:** A Participant who terminates employment before both attaining age 55 and completing 7 years of Credited Service will be eligible for a vested retirement benefit if the participant has completed 3 or more years of Credited Service.

Vesting Schedule:

○ Less than 1 year	0%
○ 1 year but less than 2	20%
○ 2 years but less than 3	40%
○ 3 years but less than 4	60%
○ 4 years but less than 5	80%
○ 5 years or more	100%

Normal Retirement Benefit: The monthly amount of a Normal Retirement Benefit, paid as single life annuity, shall be an amount equal to 3% of Final Average Earning

multiplied by the Credited Service to such date (subject to a maximum of 25 years of Credited Service). The monthly amount will be adjusted accordingly if paid in a form other than a single life annuity.

Early Retirement Benefit: The monthly amount of an Early Retirement Benefit shall be the Normal Retirement Benefit amount, reduced by 3% for each year (prorated for fractional portions of a year) by which Early Retirement precedes the Normal Retirement Date.

Vested Retirement: The monthly amount of the Vested Retirement Benefit shall be determined in the same manner as the Early Retirement Benefit for a Participant with 7 or more years of Credited Service. In the case of a Participant with less than 7 years of Credited Service, the benefit will be determined in the same manner as a Normal Retirement Benefit, but multiplied by the Participant's vested percentage.

Form and Payment of Benefit:

- Single Life Annuity 50%, 66 2/3% or 100% Contingent Annuity Option
- Life Annuity with 120 Payments Guaranteed
- Lump Sum Payout under \$5,000
- Pre-Retirement Death Benefit: 50% Joint and Survivor Option
- Plan Year: A consecutive 12 month period commencing October 1 and each anniversary thereafter
- Valuation Frequency: Annually
- Cost of Living: None

5.6. Defined Contribution Retirement Plan (DC): (Effective 10/1/99)

Total Number of Active Participants (Active Employees): 752

Total Number of Inactive Participants (Terminated Employees): 189 With Balance

Eligibility: All regular full-time or part-time employees regularly scheduled to work 20 or more hours per week

Entry Dates: The first day of the first pay period beginning in the calendar month following three full months of employment. Automatic enrollment for Employer Contributions.

Plan Year: Calendar Year

Valuation Frequency: Quarterly

Fund Transfers: Any time via website or voice system

Employer Contribution: 6% of compensation (base salary / automatic)

Participant Contributions:

- Participant Pre-Tax Matched 4% Contribution (irrevocable)
- Participant After-Tax Matched 1-4% Contribution
- Participant After-Tax Non Matched Additional 1-6%
- Employer Matching Contributions 1-4% Matching

Investment Mix Changes: Based on recommendation from Retirement Benefits Committee and Consultants.

Account Types:

- Employer Base Contributions
- Employer Matching Contributions
- Participant Pre-Tax Contributions
- Participant After-Tax Matched Contributions
- Participant After-Tax Non-Matched Contributions
- Rollovers

Vesting Schedule:

- | | |
|---------------------------|------|
| • Less than 1 year | 0% |
| • 1 year but less than 2 | 20% |
| • 2 years but less than 3 | 40% |
| • 3 years but less than 4 | 60% |
| • 4 years but less than 5 | 80% |
| • 5 years or more | 100% |

Loans: Not permitted

Withdrawals: Unmatched after tax contributions and earnings only

5.7. Deferred Compensation Plan (457 Plan)

The Recordkeeper for the Plan is Empower Retirement

Total Number of Participants with Balance: 502

Contributions: Participants contribute elected amount through payroll deduction on a bi-weekly basis. Minimum contribution is \$10 per pay period. Maximum contribution is aligned with applicable amount for the year stated in IRS Code Section 457 (e) (15).

Deferral amounts can be increased or decreased at any time.

Fund selections may be changed at any time unless restricted by the selected mutual fund.

The Aviation Authority makes no contribution or matching on behalf of the Participant.

Distribution: Because Participants receive the benefit of a tax-deferred status, there are limits on withdrawal of funds.

Means for which funds can be withdrawn from the plan if Participant is actively employed:

- loan against their current balance;
- unforeseeable emergency as defined by the Internal Revenue Service;
- account balance is \$7,000 or less and they have not deferred into the Plan for at least two years and have not made prior withdrawals of this type; and
- have reached age 73.

Investment Options:

Options include a broad array of choices including all investment types.

5.8. Other Post-Employment Benefits Trust (OPEB Trust):

The OPEB Trust was established in September 2011. Benefits and administrative fees and expenses are paid from the Trust.

Valuation Date / Frequency: September 30th / Annually

Total Number of Current Participants (Active Employees) as of September 30, 2024: 863

Total Number of Retirees (Receiving a Benefit) as of September 30, 2024: 435

Benefits: Medical and prescription drug benefits, dental, vision, and \$2,500 life insurance on retiree only.

Eligibility Requirement: Age 55 with 7 years of service or 25 years of service regardless of age. Full-Time and Part-Time employees are eligible for benefits. Employees who do not elect to receive pension benefits immediately upon termination of employment forfeit eligibility for any health care coverage.

Spouse Eligibility: Spouses are eligible to participate; however, they pay the full premium for all healthcare benefits. Surviving spouses are not eligible for a continuation of benefits.

Period of Coverage: All healthcare benefits are available for the life of the retiree and are available to spouses only while the retiree is living.

Premiums: Premiums charged by the insurance carrier are consistent with the claims and expenses projected for the Greater Orlando Aviation Authority Healthcare Plan.

Retiree Contributions: Hired on or before September 30, 2006: Premiums based on years of service. Hired on or after October 1, 2006: Retiree pay 100% of the premium.

Credited Services	Contribution from GOAA	Contribution from Retiree
20 or more years	100%	0%
15 but less than 20 years	75%	25%
10 but less than 15%	50%	50%
Less than 10 years	0%	100%

The Aviation Authority will contribute the percentage indicated above toward medical, prescription drug and dental premiums regardless of the plan selection for eligible employees as stated above. For vision benefits, the Aviation Authority will contribute this percentage of the Basic plan premium only, and the retiree pays the difference if choosing the Buy-Up plan.

5.9. Plan Providers and Fund Portfolio

The existing providers are as follows:

Plan Providers:

Provider	Service	Plan(s)
Empower Retirement	Record Keeper	DC
Empower Retirement	Full Service/ Record Keeper	457 Plan
U.S. Bank	Trustee/Custodian	DB & OPEB Trust

DB Fund Managers:

Fund Manager	Type of Fund	Plan(s)
Garcia Hamilton	Managed Account - Fixed Income	DB
Fred Alger LCG	Managed Account - US Large Cap	DB
Ceredex Value	Managed Account - US Large Cap	DB
Silvercrest Asset Management SCC	Managed Account - US Small Cap	DB
Earnest Int'l Pooled Grout Trust	Comingled Trust - International Equity	DB
Loomis Sayles Fixed Income Fund	Mutual Fund	DB
Blackrock Multi Asset Income	Mutual Fund	DB
JP Morgan Income Builder R6	Mutual Fund	DB
Fidelity Total Int'l Index	Mutual Fund	DB

DC/457 Fund Line-Up:

Fund Manager	Type of Fund	Plan(s)
Vanguard Target Retirement Income Fund	Target Date Retirement	DC/457
Vanguard Target Retirement 2020 Fund	Target Date Retirement	DC/457
Vanguard Target Retirement 2025 Fund	Target Date Retirement	DC/457

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Vanguard Target Retirement 2030 Fund	Target Date Retirement	DC/457
Vanguard Target Retirement 2035 Fund	Target Date Retirement	DC/457
Vanguard Target Retirement 2040 Fund	Target Date Retirement	DC/457
Vanguard Target Retirement 2045 Fund	Target Date Retirement	DC/457
Vanguard Target Retirement 2050 Fund	Target Date Retirement	DC/457
Vanguard Target Retirement 2055 Fund	Target Date Retirement	DC/457
Vanguard Target Retirement 2060 Fund	Target Date Retirement	DC/457
Vanguard Target Retirement 2065 Fund	Target Date Retirement	DC/457
Dodge & Cox Balanced X	Balanced	DC/457
Vanguard LifeStrategy Cnsrv Gr Inv	Balanced	DC/457
Vanguard LifeStrategy Growth Inv	Balanced	DC/457
Vanguard LifeStrategy Income Inv	Balanced	DC/457
Vanguard LifeStrategy Mod Gr Inv Shrs	Balanced	DC/457
Alger Capital Appreciation Instl Y	Large Cap	DC/457
Fidelity 500 Index	Large Cap	DC/457
AQR Large Cap Defensive Style R6	Large Cap	DC/457
Virtus Ceredex Large-Cap Value Equity R6	Large Cap	DC/457
Fidelity Extended Market Index	Small Cap	DC/457

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Delaware Small Cap Core R6	Small Cap	DC/457
American Funds Europacific Growth R6	International	DC/457
Fidelity Total International Index	International	DC/457
Invesco Developing Markets R6	International	DC/457
Fidelity U.S. Bond Index	Fixed Income	DC/457
Dodge & Cox Income X	Fixed Income	DC/457
Loomis Sayles Bond Instl	Fixed Income	DC/457
Putnam Stable Value	Fixed Income	DC/457

OPEB Trust:

Garcia Hamilton	Managed Account - US Investment Grade Fixed Income
Vanguard Growth Index	Mutual Fund
Vanguard Value Index	Mutual Fund
Vanguard Developed Market Index	Mutual Fund
Vanguard Mid-Cap Index	Mutual Fund
Vanguard Small Cap Index	Mutual Fund

5.10. Awarded Respondent's Responsibilities

- A. The awarded Respondent shall attend an agreement coordination meeting and all meetings after the commencement of the agreement as requested by the Aviation Authority Representative (AAR).
- B. At the end of the term of the Agreement, the Respondent shall attend all transitional meetings of the Agreement if, upon expiration, another Respondent has been selected to provide services.

- C. Respondent assumes all liability with respect to the its Employees and Employees of any Sub-Consultants assigned to this Agreement if they are injured on the Aviation Authority property.
- D. All work performed under this Agreement shall be carried out under the direction of the AAR. The awarded Respondent in the course of the work under this Agreement is responsible for continuous communications and coordination with the AAR.
- E. The awarded Respondent shall report to the AAR any critical issues discovered immediately. The AAR will coordinate with the Respondent on the reporting and tracking process.
- F. The Respondent shall provide trained personnel for all phases of the agreement as specified in the Scope of Services.

5.11. Additional Services

- A. If the Aviation Authority requests the awarded Respondent to provide services in addition to those specified above, the Respondent shall develop a work plan detailing the specific tasks to be completed and provide a detailed not-to-exceed budget for performing such Additional Services. The awarded Respondent shall not perform any Additional Services until the Aviation Authority has issued a written notice-to-proceed with the execution of the work plan.
- B. The Awarded Respondent should indicate any ancillary and/or support services that may be offered but which are excluded from the stated fee proposal.
- C. If during the Agreement period, Additional Services are needed beyond the Scope of Services stated in Sections 5.1 through 5.4 above, the Respondent may, at the option of the Aviation Authority, be engaged to perform these services based on the Hourly Rates provided in the Respondent's Fee Form submitted with its Proposal. All Additional Services shall be documented by engagement memoranda to be approved by the Aviation Authority by issuing an Amendment to this Agreement.

5.12. 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.

6. SELECTION AND AWARD PROCESS

6.1. General

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

- A. It is the Respondent's responsibility to incorporate all pertinent information effectively, to communicate the Respondent's concept, and meet the requirements listed in the solicitation. The Respondent should prepare its Response simply and economically, providing a straightforward, concise description of the Respondent's capability to satisfy the conditions and requirements of this competitive Solicitation based on the Evaluation Criteria which are the list of elements that the Aviation Authority deems most important to its evaluation process.
- B. The Aviation Authority, in its sole discretion, may award this Solicitation to the responsible and responsive Respondent submitting the Response which is deemed to be the most advantageous to the Aviation Authority, price and other factors being considered.
- C. The RBC may, in its sole discretion, seek the assistance of other Aviation Authority staff, consultants and legal counsel with respect to the evaluation and any recommendation for award.
- D. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings. The meetings of the Committee and Aviation Authority Board are public meetings.

6.2. Selection

- A. Respondents which meet all Minimum Criteria, and were not deemed non-responsive and/or non-responsible for any other reason will be evaluated based on a scored Evaluation Criteria. See Section 7.0 Evaluation Criteria for details.
- B. The RBC will evaluate the responses and may, at its sole discretion, invite one or more of the Respondents that appear to be the most the most advantageous to interview with the RBC. The purpose of such an interview would be to allow Respondents to elaborate upon their Response before a recommendation for ranking of the Responses is made. Interview responses, along with the written Response will become part of the Respondent's response to be evaluated by the Committee

- C. In the event the RBC determines that presentations/interviews are not necessary, the RBC shall submit to the Aviation Authority Board for approval, a ranking and recommendation of the Respondent(s) that are most advantageous to meet the needs of the Aviation Authority.

6.3. Recommendation

- A. Responses will be evaluated based upon the Evaluation Criteria in the eProcurement Platform; and supported by the Respondent's provided required information.
- B. A Notice of Intent to Award, if any, is anticipated to be posted to the Aviation Authority's e-procurement platform within 90 days from the opening of Responses.

6.4. Price Score

- A. Pricing will be unsealed when the Responses are unsealed.
- B. The scoring of price proposals will be based on a mathematical calculation.
- C. The lowest priced Response may be further examined and determined to be unreasonably low if the difference between the low and the second low is more than 25%, per the Aviation Authority's Policy 450.02. This Respondent may be deemed non-responsive by the RBC
- D. The Respondent providing the lowest price will receive the maximum points. A "percentage ratio" will then be calculated by dividing the lowest responsive price with each of the other Respondents' prices. Then, the maximum points will be multiplied by the "percentage ratio". Price Score will be rounded to the 2nd decimal. For example:
 - 1. If Respondent A's price is \$5.00, Respondent B's price is \$6.00, Respondent C's price is \$8.00, and the maximum score for price is 20 points, Respondent A gets 20 points.
 - 2. Then, for Respondent B, we divide \$5.00 by \$6.00 to get their Percentage Ratio. ($5/6=83.33\%$), and multiply the Percentage Ratio with the maximum points. ($20 \times 0.8333 = 16.66$) Respondent B's score is 16.66.
 - 3. Then, for Respondent C, we divide \$5.00 by \$8.00 to get their Percentage Ratio. ($5/8=62.50\%$), and multiply the Percentage Ratio with the maximum points. ($20 \times 0.6250 = 12.50$) Respondent C's score is 12.50.

6.5. Award

All awards made as a result of this Solicitation shall conform to all applicable policies of the Aviation Authority. The Aviation Authority Board may accept, reject or amend the recommendation of the RBC.

- A. After the Aviation Authority Board has established and approved the final rankings, negotiations with the highest ranked firms may be initiated. If any of those negotiations are unsuccessful, the Aviation Authority may open negotiations with the next ranked firm, etc. until the successful completion of negotiations and execution of an agreement.
- B. The Aviation Authority may reject all Responses at any time throughout this process.
- C. 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

6.6. Tie Breaking

In accordance with the Aviation Authority's Policy 450.02, when a tie occurs, the following will be considered in an attempt to break the tie, in the order listed below:

- 1. Drug-Free Workplace
- 2. Certified MWBE Companies
- 3. Request Respondents to submit best and final pricing
- 4. Offeror whose principal place of business is located in Orange, Lake, Osceola, Polk, and Seminole Counties
- 5. Game of chance – Coin toss

7. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience and Qualifications of Respondent; Successful Completion of Similar Projects and References.	Points Based	30 <i>(30% of Total)</i>
2.	Knowledge and Experience of Key Individuals and Team	Points Based	25 <i>(25% of Total)</i>
3.	Approach and Methodology: Ability to provide the requested services.	Points Based	25 <i>(25% of Total)</i>
4.	Additional Requirements of the Response (Prior or Pending Convictions, Indictments, Investigations, Claims,	Points Based	10 <i>(10% of Total)</i>
5.	Price Response/Cost Response schedule.	Points Based	10 <i>(10% of Total)</i>

8. PRICING TABLE

FEE FORM

Each Respondent must provide a Fixed Annual Fee for services as specified in the Scope of Services of this Agreement, including but not limited to labor, travel, materials and overhead cost for providing investment consulting services. Out-of-pocket expenses incurred by Respondent will not be separately reimbursed. Fees will be invoiced on a quarterly basis. The Aviation Authority shall be required to pay fees in accordance with this Section only to the extent that the services associated with such fees are requested by the Aviation Authority and are performed to the Aviation Authority's satisfaction.

Compensation for the renewal option period will be determined at the time of the renewal and shall be acceptable to both parties and provided for in an amendment to this Agreement

Line Item	Description	Unit of Measure	ANNUAL FIXED FEE	Discount (%)
YEAR 1				
1	Annual Fixed Fee for Consulting Services for the Defined Benefit Retirement Plan (DB) plan	1		
2	Annual Fixed Fee for Consulting Services for the Defined Contribution Retirement Plan (DC) plan	1		
3	Annual Fixed Fee for Consulting Services for the Deferred Compensation 457 Plan	1		
4	Annual Fixed Fee for Consulting Services for the Other Post-Employment Benefits Trust OPEB Trust	1		
YEAR 2				

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Line Item	Description	Unit of Measure	ANNUAL FIXED FEE	Discount (%)
1	Annual Fixed Fee for Consulting Services for the Defined Benefit Retirement Plan (DB) plan	1		
2	Annual Fixed Fee for Consulting Services for the Defined Contribution Retirement Plan (DC) plan	1		
3	Annual Fixed Fee for Consulting Services for the Deferred Compensation 457 Plan	1		
4	Annual Fixed Fee for Consulting Services for the Other Post-Employment Benefits Trust OPEB Trust	1		
YEAR 3				
1	Annual Fixed Fee for Consulting Services for the Defined Benefit Retirement Plan (DB) plan	1		
2	Annual Fixed Fee for Consulting Services for the Defined Contribution Retirement Plan (DC) plan	1		
3	Annual Fixed Fee for Consulting Services for the Deferred Compensation 457 Plan	1		

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Line Item	Description	Unit of Measure	ANNUAL FIXED FEE	Discount (%)
4	Annual Fixed Fee for Consulting Services for the Other Post-Employment Benefits Trust OPEB Trust	1		
YEAR 4				
1	Annual Fixed Fee for Consulting Services for the Defined Benefit Retirement Plan (DB) plan	1		
2	Annual Fixed Fee for Consulting Services for the Defined Contribution Retirement Plan (DC) plan	1		
3	Annual Fixed Fee for Consulting Services for the Deferred Compensation 457 Plan	1		
4	Annual Fixed Fee for Consulting Services for the Other Post-Employment Benefits Trust OPEB Trust	1		
YEAR 5				
1	Annual Fixed Fee for Consulting Services for the Defined Benefit Retirement Plan (DB) plan	1		
2	Annual Fixed Fee for Consulting Services for the Defined Contribution Retirement Plan (DC) plan	1		

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Line Item	Description	Unit of Measure	ANNUAL FIXED FEE	Discount (%)
3	Annual Fixed Fee for Consulting Services for the Deferred Compensation 457 Plan	1		
4	Annual Fixed Fee for Consulting Services for the Other Post-Employment Benefits Trust OPEB Trust	1		

ADDITIONAL SERVICES

If during the Agreement period, Additional Services are needed beyond the Scope of Services stated in Sections 5.1 through 5.4 above, the Respondent may, at the option of the Aviation Authority, be engaged to perform these services based on the Hourly Rates provided in the Respondent's Fee Form submitted with its Response. All Additional Services shall be documented by engagement memoranda to be approved by the Aviation Authority by issuing an Amendment to this Agreement. If the proposed titles are not applicable to your firm, respondents may submit No Bid.

Line Item	TITLE OF ENGAGEMENT TEAM MEMBER	Unit of Measure	Unit Cost	Discount (%)	No Bid
Director					
1	Director Hourly Rate - Year 1	Hourly			
2	Director Hourly Rate - Year 2	Hourly			
3	Director Hourly Rate - Year 3	Hourly			
4	Director Hourly Rate - Year 4	Hourly			
5	Director Hourly Rate - Year 5	Hourly			
Associate Director					
6	Associate Director Hourly Rate - Year 1	Hourly			

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Line Item	TITLE OF ENGAGEMENT TEAM MEMBER	Unit of Measure	Unit Cost	Discount (%)	No Bid
7	Associate Director Hourly Rate - Year 2	Hourly			
8	Associate Director Hourly Rate - Year 3	Hourly			
9	Associate Director Hourly Rate - Year 4	Hourly			
10	Associate Director Hourly Rate - Year 5	Hourly			
Senior Consultant					
11	Senior Consultant Hourly Rate - Year 1	Hourly			
12	Senior Consultant Hourly Rate - Year 2	Hourly			
13	Senior Consultant Hourly Rate - Year 3	Hourly			
14	Senior Consultant Hourly Rate - Year 4	Hourly			
15	Senior Consultant Hourly Rate - Year 5	Hourly			
Technical Specialist					
16	Technical Specialist Hourly Rate - Year 1	Hourly			
17	Technical Specialist Hourly Rate - Year 2	Hourly			
18	Technical Specialist Hourly Rate - Year 3	Hourly			

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Line Item	TITLE OF ENGAGEMENT TEAM MEMBER	Unit of Measure	Unit Cost	Discount (%)	No Bid
19	Technical Specialist Hourly Rate - Year 4	Hourly			
20	Technical Specialist Hourly Rate - Year 5	Hourly			
Other					
16	Other Hourly Rate - Year 1	Hourly			
17	Other Hourly Rate - Year 2	Hourly			
18	Other Hourly Rate - Year 3	Hourly			
19	Other Hourly Rate - Year 4	Hourly			
20	Other Hourly Rate - Year 5	Hourly			

9. VENDOR QUESTIONNAIRE

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

9.1. RESPONDENT IDENTIFICATION

9.1.1. Responding Company's name and address*

Must match the name on the submitted W9 Form below

Maximum response length: 200 characters

*Response required

9.1.2. Is the duly authorized signatory (person who is duly authorized to contractually bind the Respondent) of the Respondent also the Primary Contact for this solicitation?*

☐ Yes

☐ No

*Response required

When equals "Yes"

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

Maximum response length: 200 characters

*Response required

When equals "Yes"

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

Maximum response length: 200 characters

*Response required

When equals "No"

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

Maximum response length: 200 characters

*Response required

When equals "No"

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

Maximum response length: 200 characters

*Response required

When equals "No"

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

Maximum response length: 200 characters

*Response required

9.1.8. Contact name of individual responsible for account ("Lead Consultant")*

Maximum response length: 200 characters

*Response required

9.1.9. Address of office that will handle account (the "Proposing Office")*

Maximum response length: 200 characters

*Response required

9.1.10. Telephone number of the Lead Consultant that will handle account*

Maximum response length: 200 characters

*Response required

9.1.11. Email address of the Lead Consultant.*

Maximum response length: 200 characters

*Response required

9.1.12. Address of office that will handle account (the "Proposing Office")*

Maximum response length: 200 characters

*Response required

9.1.13. Telephone number of the Lead Consultant or office that will handle
account*

Maximum response length: 200 characters

*Response required

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

*Response required

9.1.15. Is the Respondent a Joint Venture?*

☐ Yes

☐ No

*Response required

When equals "Yes"

9.1.16. Upload Joint Venture Agreement*

*Response required

When equals "Yes"

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

☐ Please confirm

*Response required

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

☐ Yes

☐ No

*Response required

When equals "Yes"

9.1.19. AI Confirmation*

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

☐ Please confirm

*Response required

9.2. MINIMUM REQUIREMENTS

9.2.1. Registration with the State of Florida*

*Response required

9.2.2. Acknowledgement of Agreement*

I acknowledge that Respondent will execute the Agreement with no material modifications.

☐ Please confirm

*Response required

9.2.3. Response Certification and Willingness to sign Agreement*

Please download the below document, complete, and upload.

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

*Response required

9.2.4. Minimum Experience - Documentary Proof*

Respondent shall have a minimum of ten years of continuous, recent and verifiable experience providing services of the type described in the Scope of Services Section, within ten years prior to the deadline of this Solicitation

Maximum response length: 2000 characters

*Response required

9.2.5. The Respondent must provide a written statement that it is willing and able to do business with the Aviation Authority's existing providers as listed in the Scope of Services Section 5.*

Maximum response length: 2000 characters

*Response required

9.2.6. Reference 1*

See requirements for References under Section 4.0 Minimum Requirements.

Provide your response in the following order:

- Name of Company
- Contact Name
- Contact Email
- Brief description of services
- Timeline for services rendered

Maximum response length: 500 characters

*Response required

9.2.7. Reference 2*

See requirements for References under Section 4.0 Minimum Requirements.

Provide your response in the following order:

- Name of Company
- Contact Name
- Contact Email
- Brief description of services
- Timeline for services rendered

Maximum response length: 500 characters

*Response required

9.2.8. Reference 3*

See requirements for References under Section 4.0 Minimum Requirements.

Provide your response in the following order:

- Name of Company
- Contact Name
- Contact Email
- Brief description of services
- Timeline for services rendered

Maximum response length: 500 characters

*Response required

9.2.9. Access to Market Managers*

Respondent must maintain and have access to a database of domestic and international public market managers. Please confirm that Respondent complies with this requirement

☐ Please confirm

*Response required

9.2.10. Required Registration with the SEC*

- A. Respondent must be an investment consultant registered with the Securities and Exchange Commission under the Investment Advisor's Act of 1940.
- B. Respondent must provide copies of the most recent form ADV, Parts 1 and 2 with its response to this solicitation.

Please upload the required active registration documents here

*Response required

9.3. RELEVANT EXPERIENCE AND QUALIFICATIONS OF THE RESPONDENT (FIRM)

Feedback from References will also be scored under this criteria.

9.3.1. Describe recent services provided by Respondent's firm and proposed subconsultants to illustrate the firm's ability to perform the requirements of this Agreement. Responses shall include at a minimum the following

information: Client name and location including address and phone number of Client's project manager or primary contact; include location where services were provided if different from client location.*

Maximum response length: 2000 characters

*Response required

9.3.2. Brief description of the services provided including description of the services provided by the firm; total cost of the contract; completion date; etc. *

Maximum response length: 2000 characters

*Response required

9.3.3. A list of similar contracts/projects completed in the past ten (10) years*

Maximum response length: 2000 characters

*Response required

9.3.4. Non-Performance*

List any and all Respondent contracts that were terminated for cause or for convenience in the last ten (10) years. Describe details regarding the non-performance and/or the circumstances, including listing any officer or partner who was involved In case of a Joint Venture, include all information for all Joint Venture.

Maximum response length: 5000 characters

*Response required

9.4. KNOWLEDGE AND EXPERIENCE OF KEY INDIVIDUALS AND TEAM

9.4.1. Relevant Knowledge, Experience and Qualification of Key Personnel and including the Lead Individual Consultant to be assigned to this Agreement if awarded*

Provide names and titles of key personnel of your proposed team.

Demonstrate the specialized experience and technical competence of the key individuals and support staff who will provide the requested services, including subcontractors, if any. Knowledge, recent experience, and expertise of these key individuals with contracts of similar type and complexity will be a material consideration.

The Lead Consultant should have a minimum of five (5) years' experience with similar scope to that described in Section 4, Scope of Services.

Maximum response length: 2000 characters

*Response required

9.4.2. Non-Performance of Lead/Key Individuals*

List any and all work the Lead/Key Individual Assigned failed to complete in accordance with any contract in the last five (5) years. Describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name. In case of a Joint Venture list non-performance by all Joint Venture Parties.

Maximum response length: 2000 characters

*Response required

9.4.3. A list of similar contracts/projects completed in the past five (5) years*

Maximum response length: 5000 characters

*Response required

9.5. APPROACH AND METHODOLOGY

9.5.1. Transition Plan - Describe the process to implement the services to be provided. This plan must 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.)*

Maximum response length: 2000 characters

*Response required

9.6. OTHER REQUIREMENTS

9.6.1. Financial Statements*

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

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

*Response required

9.6.2. Acknowledgement of Addenda *

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

☐ Please confirm

*Response required

9.6.3. Proof of Insurability*

You may upload your Certificate of Insurance (COI), an insurance quote for the required coverage, or a statement from regarding the Respondent ability to obtain insurance with the required coverage issued by a company currently authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+ and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating for the required insurance(s) listed in Section 3.0 Insurance Requirements.

*Response required

9.6.4. Drug-Free Workplace Certification*

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

☐ Please confirm

*Response required

9.6.5. Verification of Employment Status / E-Verify*

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

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

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

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

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

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

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

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

☐ Please confirm

*Response required

9.6.6. Certification Regarding Prohibition Against Contracting with Scrutinized Companies*

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

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

s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

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

☐ Please confirm

*Response required

9.6.7. Prior or pending convictions, indictments, investigations, and regulatory investigations*

The Respondent shall provide a description of all prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to the services listed in the Scope of Work / Specifications Section in which Respondent or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of Respondent's response to this Solicitation. Or provide an affirmative statement that there are none.

Maximum response length: 5000 characters

*Response required

9.6.8. Claims - Disclose all lawsuits, arbitrations and claims filed or raised by or against the Respondent over the last five (5) years, specifically identifying the project involved, the parties involved, the nature of the claim(s), amount at issue, disposition or status and litigation, case style, number, and jurisdiction*

Maximum response length: 5000 characters

*Response required

9.6.9. Discriminatory Vendor List Certification*

By selecting "Confirm", I hereby certify that the Respondent, and any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have not

been placed on the Discriminatory Vendor List by the Department of Management Services. (287.134(3)(d), Fla. Stat.)

☐ Please confirm

*Response required

9.6.10. Conflict of Interest Form*

Please download the below document, complete, and upload.

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

*Response required

9.7. PRICING

9.7.1. Validity of pricing*

By selecting confirm, I acknowledge that the pricing provided is valid until at least 01/01/2030.

☐ Please confirm

*Response required