

**AUDITOR SELECTION COMMITTEE
AGENDA**

DATE: MARCH 18, 2020

DAY: WEDNESDAY

TIME: 2:30 P.M.

PLACE: CARL T. LANGFORD BOARD ROOM - ORLANDO INTERNATIONAL AIRPORT - ONE JEFF FUQUA BOULEVARD
LIVE STREAM: www.orlandoairports.net

****NOTE** The meeting will begin at 2:30 p.m. or immediately following the Aviation Authority Board Meeting**

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

Following Center for Disease Control (CDC) guidelines regarding gatherings of more than 50 people, we are requesting limited attendance at this meeting. Boardroom seating will be limited to 25. Lobby seating will be limited to the seats available. No standing in the lobby will be permitted. Anyone not requesting to speak to the Committee on an item being considered on the agenda at this meeting is asked to refrain from attending. GOAA live streams the meeting over Orange TV and its own YouTube channel so the public can monitor proceedings. Access streaming through the GOAA website, www.orlandoairports.net. If you would like to request to speak at the Committee meeting on an item being considered on the agenda but would prefer to practice social distancing, please send your statement to speaker.request@goaa.org by 1:00 p.m. Eastern and it will be placed on the record.

- I. CALL TO ORDER
- II. ROLL CALL
- III. RECOMMENDATION TO APPROVE EVALUATION CRITERIA FOR REQUEST FOR PROPOSALS AUDITING SERVICES
- IV. RECOMMENDATION TO APPROVE RELEASE OF REQUEST FOR PROPOSAL FOR PURCHASING AGREEMENT PS-632 AUDITING SERVICES



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4392

MEMORANDUM

TO: Members of the Auditor Selection Committee
FROM: Kathleen M. Sharman, Chief Financial Officer
DATE: March 13, 2020

ITEM DESCRIPTION

Recommendation to Approve Evaluation Criteria for Request for Proposals (RFP) for Auditing Services

BACKGROUND

On February 19, 2020, the Aviation Authority Board was notified of the Request for Proposals (RFP) for Purchasing Agreement PS-632 Auditing Services.

ISSUES

The Auditor Selection Committee's role is to approve the selection method for an annual auditor and to select an annual auditor.

The proposed evaluation criteria section set forth in the proposed RFP documents is as follows:

EVALUATION CRITERIA:

- 2.1 The Authority intends to select the Proposer that deemed to be the most highly qualified to perform the required services after considering the evaluation criteria, in its exclusive discretion. The evaluation criteria do not have any specific predetermined relative weight. The consideration of individual criterion is merely a tool to assist the Authority in determining which Proposal is deemed to be the most highly qualified to perform the required services, as a whole, to the Authority. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the Authority.
- 2.2 The Proposer's references should demonstrate that it has the ability and experience required to perform the Scope of Services described above. It is the responsibility of the Proposer to provide references and information that most closely demonstrate experience with public entity accounts.
- 2.3 For all Proposers who satisfy the Minimum Requirements in Section 2 of the Submission Requirements, the Authority will consider the following items, in connection with its evaluation of Proposals:
 - 2.3.1 Ability, qualifications, experience and reputation of the Proposer, including prior or pending litigation against the Proposer. The Authority reserves the right to determine, in its sole discretion, the degree to which the Proposer's experience and qualifications are consistent with the size, complexity, and requirements of the Authority.

- 2.3.2 Ability, qualifications, experience and reputation of the proposed Engagement Team, particularly the Partner/Principal for the team. The Authority reserves the right to determine, in its sole discretion, the degree to which the Engagement Team's experience and qualifications are consistent with the size, complexity, and requirements of the Authority.
- 2.3.3 The airport and governmental entity experience of the Firm and the proposing office.
- 2.3.4 Proposer's audit methodology and approach to perform the Scope of Services and its transition plan. For the purpose of evaluating proposals, the Authority will consider the adequacy of the proposed staffing plan for various segments of the engagement, adequacy of sampling techniques, adequacy of analytical procedures and transition plan that in its sole discretion best meets its needs for auditing services.
- 2.3.5 Proposer's ability to meet the participation goals set forth for the Minority and Women Business Enterprise (MWBE) Participation Program.

It is recommended that the Auditor Selection Committee approve the evaluation criteria outlined above.

ALTERNATIVES

The Auditor Selection Committee may revise the evaluation criteria.

FISCAL IMPACT

None.

RECOMMENDED ACTION

It is respectfully requested that the Auditor Selection Committee approve the proposed evaluation criteria outlined in the memorandum.



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4392

MEMORANDUM

TO: Members of the Auditor Selection Committee
FROM: Kathleen M. Sharman, Chief Financial Officer
DATE: March 13, 2020

ITEM DESCRIPTION

Recommendation to Approve Release of Request for Proposals for Purchasing Agreement PS-632 Auditing Services

BACKGROUND

On February 19, 2020, the Aviation Authority Board was notified of the Request for Proposals (RFP) for Purchasing Agreement PS-632 Auditing Services. On March 18, 2020, the Aviation Authority Board will consider the ratification of appointment of an Auditor Selection Committee to approve the selection method for an annual auditor and to select an annual auditor.

ISSUES

It is the intent of the Aviation Authority to select a single Proposer that is deemed to be the most highly qualified to perform the required services after considering the evaluation criteria set forth in the RFP. The selected Proposer shall perform, for and on behalf of the Aviation Authority, auditing and related services as requested, including without limitation the following:

- Annual audit of the Aviation Authority's financial statements in accordance with the Rules of the Auditor General of the State of Florida, 14 CFR Part 158 § 158.67 (c) *Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration*, and the Single Audit Act;
- Quarterly reviews of the Aviation Authority's financial statements
- Annual audit of the special-purpose financial statements of the accounts maintained by Hyatt Corporation (Hotel Audit); and
- Audits of the Aviation Authority's Defined Benefit and Defined Contribution Retirement Plans and Other Post Employment Benefit Plan (Plan Audits)

The Aviation Authority has established a Minority Women Business Enterprise (MWBE) participation goal of 23% for Professional Services Agreement PS-632 Auditing Services.

Responses to the RFP will be evaluated and ranked by the Auditor Selection Committee, with a recommendation to the Board in order of preference with no fewer than 3 Proposers deemed to be the most highly qualified to perform the required services after considering the evaluation criteria. The Auditor Selection Committee may, in its sole discretion, seek the assistance of other Aviation Authority staff, consultants, and legal counsel with respect to the evaluation and any recommendation for award.

After the Aviation Authority Board considers and approves the final rankings, negotiations with the highest ranked firms will be initiated. Once successful negotiations are reached, the Aviation Authority Board will consider the contract value. 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 a contract. The Aviation Authority may reject all Proposals at any time throughout this process.

ASC ITEM IV

The tentative schedule for the RFP is as follows:

Release Date	March 23, 2020
Pre-Submittal Conference (9:00 a.m. EST)	March 30, 2020
Deadline for submission of questions (by 2:00 p.m. EST)	April 1, 2020
Deadline for return of Proposal (by 11:00 a.m. EST)	April 20, 2020
Recommended ranking by the Auditor Selection Committee	June 17, 2020
Recommendation for ranking presented to the Aviation Authority Board	July 15, 2020
Aviation Authority Board Approval of Contract Value	August 19, 2020

It is recommended that the Auditor Selection Committee approve the release of the RFP as scheduled on March 23, 2020.

ALTERNATIVES

The Auditor Selection Committee may revise the RFP document or change the tentative schedule.

FISCAL IMPACT

None.

RECOMMENDED ACTION

It is respectfully requested that the Auditor Selection Committee approve the recommendation to release the Request for Proposals for Purchasing Agreement PS-632 Auditing Services on Monday, March 23, 2020.



GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES – PS-632

AUDIT SERVICES

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REQUEST FOR PROPOSALS
GREATER ORLANDO AVIATION AUTHORITY
PROFESSIONAL SERVICES – 632 AUDITING SERVICES

Sealed Proposals for **Professional Services-632 (PS-632), Auditing Services**, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Agreement is to select a highly qualified certified public accountant to provide independent auditing to the Authority to examine the financial statements of the Authority, beginning with the financial statements for fiscal year ending **September 30, 2020**.

The Agreement period will be for thirty-six (36) months with the initial consulting service to commence on or about September 1, 2020, and with the Authority having options to renew the Agreement for two (2) additional periods of one (1) year upon mutual agreement. The agreement between the successful Proposer(s) and the Authority will be non-exclusive.

Proposal packages including the Submission Requirements will be available for examination **March 23, 2020**, and may be obtained by visiting the Authority Purchasing Department's website at www.orlandoairports.net/purchasing for download availability or by visiting AirportLink's website at <http://AirportLink.perfect.com> or by calling AirportLink at (866) 889-8533. AirportLink provides supplier registration services, document fulfillment and other purchasing related services to the Authority and to suppliers doing business with the Authority. Any award resulting from this solicitation will not require any payment by the supplier to AirportLink. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink. Questions concerning this Proposal package should be addressed to Janice Hughes at (407) 825-6425, by facsimile (407) 825-4020, or by e-mail at Janice.Hughes@goaa.org.

A PRE-PROPOSAL CONFERENCE will be held at **9:00 a.m. EST, Monday March 30, 2020**, at the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. The conference will include a review of the Proposal Documents, and a question and answer period. **Attendance at the Pre-Proposal Conference is not mandatory but is strongly encouraged.** Proposers are expected to be familiar with the Proposal Documents and to provide the Authority with any questions regarding the Proposal Documents at the Pre-Proposal Conference.

Proposers may request additional information or clarification with respect to this Request for Proposal (RFP), in writing, until **2:00 p.m. EST, Wednesday, April 1, 2020**. Any response by the Authority to a request by a Proposer for additional information, clarification or correction will be made in the form of a written Addendum.

Sealed Proposals will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until **11:00 a.m., Monday, April 20, 2020**, at which time all Proposals received will be publicly opened and read. Proposals may be delivered prior to the above time and date to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. **Proposals transmitted electronically or by facsimile will not be accepted.** Any Proposal received after the time and date specified for the opening of the Proposals will not be considered, but will be returned unopened. The Authority's Purchasing Manager will designate an official timepiece which shall be used to determine the official time for opening of Proposals, and which time shall be deemed correct and conclusive.

A Proposal must be submitted in a sealed envelope which shall be clearly marked Professional Services – PS- 632, Auditing Services. Fifteen (15) additional copies of the Proposal should also be included with the original Proposal. The original Proposal shall be clearly marked “Original”. Additionally, an exact electronic copy of the Proposal should be included with the Original Proposal on an individual electronic USB Flash Drive.

No Proposal may be withdrawn for a period of one hundred twenty (120) days after the time and date scheduled for Proposal opening.

The Proposer awarded the Contract must also provide proof of liability insurance in the amount of **One Million Dollars (\$1,000,000.00), professional liability in the amount of Three Million Dollars (\$3,000,000.00) along with any other insurance as outlined in Exhibit “C” of the Agreement, Pages A-16 and A-17**, evidence of business or occupational license, and a copy of Proposal’s W-9 Form (Request for Taxpayer Identification Number and Certification) as outlined in the Proposal Documents.

The Authority reserves the right to waive any informalities or irregularities of Proposals, to request clarification of information submitted in any Proposal, to request additional information from any Proposer, or to reject any or all Proposals, and to readvertise for Proposals. The Authority also reserves the right to extend the date and time period during which it will accept Proposals and to extend the date or time scheduled for the opening of Proposals.

Award, if made, will be to the responsible and responsive Proposer submitting the Proposal which is deemed by the Authority, in its sole discretion, to be the most highly qualified to perform the required services.

You should note that Section 1.6.1 of the General Requirements describes irregularities in Proposals that may cause them to be rejected by the Authority. Included in these irregularities are those such conditions, limitations, or unauthorized alternative Proposals which may require the Authority to reject a Proposal. You are strongly urged to seek the Authority’s written advice BEFORE you submit a Proposal containing any of the irregularities described in Section 1.6.1 of the General Requirements.

GREATER ORLANDO AVIATION AUTHORITY

SCOPE OF SERVICES

It is the intent of the Authority that a single Proposer will provide all of the auditing services specified in this Request for Proposal (RFP). The Authority intends to select the Proposer that it deems to be the most highly qualified to perform the required services after considering the evaluation criteria, in its exclusive discretion. The selected Proposer shall perform, for and on behalf of Authority, auditing and related services requested, including without limitation the following:

1. Annual audit of the Authority's financial statements will be presented to the Finance Committee each February following the Authority's Fiscal Year End.
2. Quarterly reviews of the Authority's financial statements within 45 days of the Authority's Fiscal Quarterly End.
3. Annual audit of the special-purpose financial statements of the accounts maintained by Hyatt Corporation for the Hyatt Regency Orlando International Airport within 90 days of the Authority's Fiscal Year End.
4. Bi-annual audit of Authority's Defined Contribution Retirement Plan, Defined Benefit Retirement Plan and Other Post Employment Benefit Plan.
5. Other auditing and related services as requested.
6. The services to be provided are to be performed in accordance with:
 - 6.1. Auditing standards generally accepted in the United States of America;
 - 6.2. The standards applicable to financial audits contained in the *Government Auditing Standards*, issued by Comptroller General of the United States;
 - 6.3. Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called "Uniform Guidance");
 - 6.4. 49 U.S. C. § 47107 (m); *Project Grant Application Approval Conditioned on Assurances About Airport Operations*;
 - 6.5. 14 CFR Part 158 § 158.67 (c) *Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration*;
 - 6.6. The Rules of the Auditor General of the State of Florida; and
 - 6.7. The Single Audit Act.
7. The services shall result in the issuance of all audit opinions and reports as required by the standards and regulations listed above.
8. The services shall be performed in accordance with the schedule and deadlines set forth in the Authority's RFP unless otherwise agreed to in writing by the Authority.
9. Neither the selected Firm nor any person or business entity affiliated with the Firm shall provide any other financial or consulting services to the Authority during the term of the

SCOPE OF SERVICES (Continued)

Agreement that would impair the objectivity and independence of the selected Firm or would depart from the standards and rules listed in Section 2.2 of the General Requirements.

10. Reports:

Following the completion of the audit of the fiscal year's financial statements and other engagements, the auditor shall issue the reports, required by auditing standards generally accepted in the United States of America, Government Auditing Standards, CFR 200 Subpart F (Audit Requirements), 14 CFR Part 158 SS 158.67(c) (PFC), Governmental Accounting Standards, Florida Statutes, and Rules of the State of Florida Auditor General.

11. Working Paper Retention and Access to Working Papers:

11.1. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the selected Proposer is notified in writing by the Authority of the need to extend the retention period.

11.2. The auditor shall make available all original working papers for examination by authorized representatives of Federal and State agencies, the Authority's Chief Financial Officer (CFO) and any other entity to which access has been granted in writing by the Authority's CFO.

11.3. In addition, the selected Proposer shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

12. Support Personnel:

Support personnel will be made available by the Authority to provide assistance, such as identifying locations of required records, gathering needed documentation, and supporting information and such other tasks that will serve to expedite the audit, with the understanding that support personnel must be limited to use in a manner that permits them to effectively perform the day-to-day requirements of their positions.

13. Regulation Updates:

The selected Proposer shall provide the Authority's Finance Department with written information relating to regulation changes and its potential impact on the Authority and its operations. Examples would be timely notification of changes proposed or initiated by Governmental Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB) or Government Accountability Office (GAO).

14. Additional Services:

14.1. If during the contractual period additional services are needed, the selected Proposer may, at the option of the Authority, be engaged to perform these services. The selected Proposer, shall upon receipt of the written request from the CFO, perform such additional services. All additional work will be documented by engagement memoranda to be approved by the Authority prior to the performance of any additional services.

SCOPE OF SERVICES (Continued)

- 14.2. If during the Agreement period, Additional Services are needed beyond the Scope of Services stated in Sections 1 through 13, the Consultant may, at the option of the Authority, be engaged to perform these services based on the Hourly Rates provided in the Consultant's Fee Form submitted with its Proposal. All Additional Services shall be documented by engagement memoranda to be approved by the Authority by issuing an Amendment to this Agreement.

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

SUBMISSION REQUIREMENTS

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

A Proposal must be submitted in a sealed envelope which shall be clearly marked Professional Services – PS- 632, Auditing Services. Fifteen (15) additional copies of the Proposal should also be included with the original Proposal. The original Proposal shall be clearly marked “Original”. Additionally, an exact electronic copy of the Proposal should be included with the Original Proposal on an individual electronic USB Flash Drive. Proposal responses shall include the information requested in a single volume, with each response numbered and ordered in the same manner as provided in this Request for Proposals (RFP), with each Section and Subsection of the response indexed and clearly identified and referencing each corresponding Section and Subsection of the RFP. The information shall be submitted on no more than 100 one-sided 8.5 X 11 inch pages in Arial font with no smaller than 10-pitch font, excluding appendices, resumes and charts. It is important that each Submission Requirement Section be addressed fully including a comprehensive methodology and approach to the Scope of Services. Each Proposer must submit the following information:

1. **PROPOSERS STATEMENT OF THE FOLLOWING:**

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

- 1.1 Contact name of individual responsible for account (“Partner/Principal”).
- 1.2 Address of office that will handle account (the “Proposing Office”).
- 1.3 Telephone number of the Partner/Principal or office that will handle the account.
- 1.4 Facsimile number of the Partner/Principal or office that will handle account.
- 1.5 Email address of the Partner/Principal.
- 1.6 Type of organization (corporation, sole proprietor, partnership, other).
- 1.7 Federal employer identification number.

2. **MINIMUM REQUIREMENTS:**

In order to be considered for evaluation, the proposers shall demonstrate sufficient capacity, ability, resources and experience to provide complete professional auditing services as required by the Authority. At a minimum, each Proposer shall provide the following:

- 2.1 Proposer must certify in writing with its Proposal that Proposer is licensed to do business in the State of Florida and all assigned key professional staff are properly licensed Certified Public Accountants in the State of Florida. Proposer shall provide a copy of such license(s) to the Authority with its Proposal Submittals.
- 2.2 Proposer must certify in writing with its Proposal that Proposer is a Certified Public Accounting firm in accordance with Section 473.309, Florida Statutes, and is currently licensed under Section 473.3101, Florida Statutes.
- 2.3 Proposer must certify in writing with its Proposal that Proposer is qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- 2.4 Proposer shall provide an affirmative statement that it is independent of the

SUBMISSION REQUIREMENTS (Continued)

Authority as defined by auditing standards generally accepted in the United States of America and the U.S. General Accounting Office's Government Auditing Standards.

2.5 Proposer shall list and describe the Proposer's professional relationships involving the Authority for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

2.6 The Proposer shall provide a copy of the Proposer's latest peer review report.

3. EXPERIENCE AND QUALIFICATIONS:

3.1 As part of the Proposal, Proposer shall include a narrative of the experience and qualifications of the Proposer and the engagement team members assigned to the audit relative to the Scope of Services.

3.2 The Proposer shall include in the Proposal the following:

3.2.1 A Schedule of Engagement Team Participation and Qualifications. Proposer shall not include hours or dollar amounts on this schedule. The purpose of this schedule is to evaluate the level of expertise of auditors assigned to the engagement.

3.2.2 The Proposer shall include resumes of the individuals on the Engagement Team. Each resume shall include:

Education:

Degree
College/University
Year Graduated

Experience:

Years in Public Accounting
Years with Firm
Years of Airport Experience
Other Airports Audited
Other Governmental Clients Audited

Professional Memberships:

List only those of an accounting or financial nature

3.2.3 Overview of Proposer's Continuing Professional Education Program. Indicate Proposer's procedures for ensuring compliance with CPE requirements set forth in Government Auditing Standards.

4. SPECIFIC AUDIT METHODOLOGY AND APPROACH:

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

4.1 Approach to be taken to gain and document the understanding of the Authority's internal control structure.

SUBMISSION REQUIREMENTS (Continued)

- 4.2 Approach to be taken in determining laws and regulations that will be subject to audit test work.
- 4.3 Approach to be taken to assist the Authority in implementation of new GASB pronouncements.
- 4.4 Approach to be taken to extent of use of IT software in engagement.
- 4.5 Approach to be taken to ensure the Authority meets the Federal and State Grants requirements of the Single Audit Act and CFR 200 Subpart F (Audit Requirements) and to discuss approach to meeting the audit certification requirements of 49 U.S. C. § 47107 (m).
- 4.6 Approach to be taken to ensure the Authority meets the Passenger Facility Charges Revenue requirements of 14 CFR Part 158 § 158.67 (c).
- 4.7 Approach to be taken to identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the Authority.

5. TRANSITION PLAN:

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

6. ENGAGEMENTS WITH OTHER AIRPORTS AND GOVERNMENTAL ENTITIES:

The Proposer shall provide a brief description of the Proposer's governmental entity and airport experience within the last five (5) years.

7. REFERENCES:

- 7.1 The Proposer shall provide a minimum of three, but no more than five, references of airports and/or governmental entity clients of the Proposing Office that demonstrate: (i) the Proposer satisfies the Minimum Requirements as described in Section 2 of the Submission Requirements, Page SR-1; (ii) the Engagement Team has the experience to perform the services required by this RFP; and (iii) establishes the reputation of the Proposer and the Engagement Team. At a minimum, Proposer shall provide the following information for each reference:

- 7.1.1 Name
- 7.1.2 Address
- 7.1.3 Contact person
- 7.1.4 Telephone number and email address of contact person
- 7.1.5 Time period during which services provided
- 7.1.6 Description of services provided
- 7.1.7 Status (current or past client)

- 7.2 The Proposer shall provide a list of any clients to whom the Proposer has provided attestation and/or assurance services on or after January 1, 2015, and to which

SUBMISSION REQUIREMENTS (Continued)

any such services terminated prior to the end of the Agreement term. If services were terminated, the Proposer shall explain why.

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

The Proposer shall provide a description of all prior or pending convictions, indictments, investigations and regulatory investigations, either civil or criminal that relate to conducting Auditing Services, in which Proposer or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last 3 years immediately preceding the date of Proposer's response to this RFP or an affirmative statement that there are none. The Proposer must also describe any conflicts of interest with the Authority that the Proposer's firm has or may have and how that conflict of interest would be mitigated, or provide an affirmative statement that there are none.

9. RESPONSE FORMS:

Proposer shall complete and submit with its Proposal the Response Forms, Pages RF-1 through RF-7. Failure to do so may cause the Proposal to be deemed as non-responsive.

9.1 PROPOSER'S WARRANTY - The Proposer's Warranty is included in the Response Forms Section, Page RF-1. The form shall be completed and signed by the Proposer's duly authorized representative.

9.2 SCHEDULE OF MWBE CONTRACT PARTICIPATION - Proposer shall complete and submit with its Proposal the MWBE Participation Form on Page RF-2 of the Response Forms.

9.3 NO PROPOSALS - In the event a potential Proposer elects not to submit a Proposal, such potential Proposer should respond by completing and returning the "No Response to Request for Proposals" form, Page RF-4, advising the Authority of the reason for not submitting a Proposal.

10. ADDITIONAL INFORMATION:

Additional information may be requested by the Authority by Addendum.

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

GENERAL REQUIREMENTS

1. **ADDITIONAL INFORMATION:**

1.1 **PREPARING RESPONSES:**

Each Proposal must contain the signature of the duly authorized representative of the Proposer on Page RF-1, Proposer's Warranty. Failure to properly complete the information requested in this RFP may result in rejection of a Proposal from consideration. It is important that each section of the Proposal is completed fully and that the Proposal includes a comprehensive and detailed description of the Proposer's capabilities/experience, work performed and qualifications of the Engagement Team, as well as all other descriptions required by this RFP.

1.2 **COMMUNICATION DURING PROPOSAL PROCESS:**

In accordance with the below-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Authority selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Proposer or through a lobbyist, agent or third person, to any Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made. An appropriate official or employee of the Authority may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Proposer during the Proposal process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Proposal process. A copy of these policies (Sections 180.01 and 180.03) are available upon request from the Director of Board Services.

1.3 **ADDENDA TO RFP:**

Any response by Authority to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the Authority Purchasing Department's web site at www.orlandoairports.net/purchasing, or if registered with AirportLink, by visiting their web site at <http://AirportLink.perfect.com>. However, prior to submitting its response, it shall be the responsibility of each Proposer to contact AirportLink at (866) 889-8533 or visit AirportLink's website or the Authority Purchasing Department's website to determine if addenda were issued and, if so, to obtain such addenda.

1.4 **QUESTIONS AND CLARIFICATIONS:**

Additional information or clarification with respect to this RFP can be requested, in writing, until 2:00 p.m. EST, on Wednesday, April 1, 2020, from:

Janice K. Hughes, CPPB
Senior Purchasing Agent

GENERAL REQUIREMENTS (Continued)

Purchasing Office
Greater Orlando Aviation Authority
8652 Casa Verde Road, Building 811
Orlando, FL 32827-4338
Phone: (407) 825-6425 Fax: (407) 825-4020
Janice.Hughes@goaa.org

If reasonably available and relevant, such additional information will be made available in writing and/or by an Addendum to the RFP.

1.5 TENTATIVE SCHEDULE:

Release Date	March 23, 2020
Pre-Submittal Conference (9:00 a.m. EST)	March 30, 2020
Deadline for submission of questions (by 2:00 p.m. EST)	April 1, 2020
Deadline for return of Proposal (by 11:00 a.m. EST)	April 20, 2020
Recommended ranking by Auditor Selection Committee	June 17, 2020
Recommendation submitted to the Aviation Authority Board	July 15, 2020
Aviation Authority Board Approval of Contract Value	August 19, 2020

1.6 REJECTION OF IRREGULAR PROPOSALS:

1.6.1 A Proposal will be considered irregular and may be rejected by the Authority if it (i) is improperly executed, (ii) shows omissions, alterations of form, additions not called for, unauthorized conditions or limitations, or unauthorized alternate Proposals, (iii) fails to include the proper Proposal Guaranty (if required), Agreement references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Proposer's prices, or (iv) contains other irregularities of any kind.

1.6.2 The Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the 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 Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Proposer and/or any attempt to influence an Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Director of Board Services.

1.7 WAIVER AND/OR REJECTION OF RESPONSES:

The Authority reserves the right to waive informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment deems to be the most highly qualified to perform the required services after considering the evaluation criteria. The Authority reserves the right but not the obligation to short list Proposers and/or to conduct interviews and/or demonstrations with either all

GENERAL REQUIREMENTS (Continued)

Proposers or those that are short listed for further consideration.

1.8 NOTICE OF INTENT TO AWARD AGREEMENT:

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

1.9 PROPRIETARY INFORMATION:

1.9.1 In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that the Request for Competitive Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their Proposals which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The Authority will consider a Proposer's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions.

1.9.2 All Proposals received from Proposers in response to this Request for Competitive Proposals will become the property of the Authority and will not be returned to the Proposers. In the event of Agreement award, all documentation produced as part of the Agreement will become the exclusive property of the Authority.

1.10 WITHDRAWAL OF PROPOSALS:

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

2. EVALUATION CRITERIA:

2.1 The Authority intends to select the Proposer that deemed to be the most highly qualified to perform the required services after considering the evaluation criteria, in its exclusive discretion. The evaluation criteria do not have any specific predetermined relative weight. The consideration of individual criterion is merely a tool to assist the Authority in determining which Proposal is deemed to be the most highly qualified to perform the required services, as a whole, to the Authority. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in

GENERAL REQUIREMENTS (Continued)

each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the Authority.

- 2.2 The Proposer's references should demonstrate that it has the ability and experience required to perform the Scope of Services described above. It is the responsibility of the Proposer to provide references and information that most closely demonstrate experience with public entity accounts.
- 2.3 For all Proposers who satisfy the Minimum Requirements in Section 2 of the Submission Requirements, the Authority will consider the following items, in connection with its evaluation of Proposals:
 - 2.3.1 Ability, qualifications, experience and reputation of the Proposer, including prior or pending litigation against the Proposer. The Authority reserves the right to determine, in its sole discretion, the degree to which the Proposer's experience and qualifications are consistent with the size, complexity, and requirements of the Authority.
 - 2.3.2 Ability, qualifications, experience and reputation of the proposed Engagement Team, particularly the Partner/Principal for the team. The Authority reserves the right to determine, in its sole discretion, the degree to which the Engagement Team's experience and qualifications are consistent with the size, complexity, and requirements of the Authority.
 - 2.3.3 The airport and governmental entity experience of the Firm and the proposing office.
 - 2.3.4 Proposer's audit methodology and approach to perform the Scope of Services and its transition plan. For the purpose of evaluating proposals, the Authority will consider the adequacy of the proposed staffing plan for various segments of the engagement, adequacy of sampling techniques, adequacy of analytical procedures and transition plan that in its sole discretion best meets its needs for auditing services.
 - 2.3.5 Proposer's ability to meet the participation goals set forth for the Minority and Women Business Enterprise (MWBE) Participation Program.

3. SELECTION PROCESS:

- 3.1 Responses to this RFP will be evaluated and ranked by an Auditor Selection Committee appointed by the Authority Board. The Auditor Selection Committee shall rank and recommend in order of preference no fewer than 3 Proposers deemed to be the most highly qualified to perform the required services after considering the evaluation criteria. The Auditor Selection Committee may, in its sole discretion, seek the assistance of other Authority staff, consultants and legal counsel with respect to the evaluation and any recommendation for award.
- 3.2 After the Authority Board has established and approved the final rankings, negotiations with the highest ranked firms will be initiated. If any of those negotiations are unsuccessful, the Authority may open negotiations with the next ranked firm, etc. until the successful completion of negotiations and execution of a contract. The Authority reserves the right to re-open negotiations with any of the highest ranked firms, at its discretion. The Authority may reject all Proposals at any time throughout this process.

GENERAL REQUIREMENTS (Continued)

- 3.3 The Authority reserves the right to reject any or all Proposals, to further negotiate any Proposals, to request clarification of information submitted in any Proposal, to request additional information from any proposer, and to waive any irregularities in any Proposal. Late Proposals will not be accepted and will be returned unopened. The Authority's Purchasing Manager will designate an official timepiece which shall be used to determine the official time for opening of Bids, and which time shall be deemed correct and conclusive.
- 3.4 Any questions regarding this RFP or requests for available materials should be directed via electronic mail to Janice Hughes at Janice.Hughes@goaa.org.
- 3.5 For individuals who conduct lobbying activities with Aviation Authority employees or Board members, registration with the Aviation Authority is required each year prior to conducting any lobbying activities. A statement of expenditures incurred in connection with those lobbying instances should also be filed prior to April 1 of each year for the preceding year. Lobbying any Aviation Authority staff who are members of any committee responsible for evaluating or ranking Proposals, and thereafter forwarding those recommendations to the Board, and/or any Board Members is prohibited from the time that this Request for Proposals, is released to the time that the Board makes an award. As adopted by the Board on September 19, 2012, lobbyists are now required to sign-in at the Aviation Authority offices prior to any meetings with Staff or Board members. In the event a lobbyist meets with or otherwise communicates with Staff or a Board member at a location other than the Aviation Authority offices, the lobbyist shall file a Notice of Lobbying (Form 4) detailing each instance of lobbying to the Aviation Authority within 7 calendar days of such lobbying. As of January 16, 2013, lobbyists will also provide a notice to the Aviation Authority when meeting with the Mayor of the City of Orlando or the Mayor of Orange County at their offices. The policy, forms, and instructions are available in the Aviation Authority's offices and the website. Please contact the Director of Board Services with questions at (407) 825-2032.
- 3.6 The meetings of the Auditor Selection Committee and Aviation Authority Board are public meetings.
4. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION PROGRAM:
- 4.1 To encourage development and growth of MWBEs, the Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Participation Program, which is available from the Authority upon request, in response to the joint disparity study conducted by the Authority.
- 4.2 It is the policy of the Authority that MWBEs shall have the maximum opportunity to participate in the purchase of goods and services, and the Authority has established the MWBE Participation Program to implement this policy. This participation can take the form of purchasing contracts, subcontracts, joint ventures or similar arrangements. **The Proposal will be considered non-responsive to the Request for Proposals and rejected if the Proposer fails to demonstrate, to the reasonable satisfaction of the Authority, as required by the MWBE policy, that the Proposer has met or has made a good faith effort to meet the established MWBE goal.**

GENERAL REQUIREMENTS (Continued)

- 4.3 For this Contract, the Authority has established a MWBE Participation Goal of 23%, which means that 23% of the total Contract expenditures by the Authority should be used to purchase goods or services under the Contract from MWBEs. All Proposers, including a Proposer, which is an MWBE, shall comply with the MWBE requirements outlined in this Section by having MWBEs other than the Proposer participate in the performance of the Contract services at a sufficient level to meet the participation goal.
- 4.4 Proposers are required to submit, with their Proposals, the Letter of Intent/Affirmation information by completing the form on Page RF-6 for each MWBE Firm. The Proposer may make duplicates of this form as needed. Both the MWBEs and the Proposer are required to affirm the information provided by signing the form prior to submittal. After the Proposals are opened, but prior to award, the Authority may request, receive, and review additional information from Proposers in order to verify the accuracy of the level of information presented by Proposers with their Proposals and the good faith effort of Proposers to reach the MWBE goal.
- 4.5 After the Proposals are opened and prior to an award of the Contract, the Authority may request, receive and consider omitted and supplemental information from the Proposers as to the certification of Proposers, if applicable, and of any Proposal subcontractor, supplier or joint venture in order to determine MWBE status.
- 4.6 The successful Proposer shall enter into contract(s) with the MWBE(s) identified in the Proposer's Proposal documents which the Authority relied upon in awarding this Contract, subject only to the Authority's right to approve all subcontractors. The contractual arrangements with the MWBE(s) shall incorporate such reasonable terms as are required to complete the work described therein while furthering the Authority's MWBE policy.
- 4.7 Proposer shall not breach any of its obligations with the MWBE(s). In the event Proposer desires to terminate or replace a MWBE, Proposer shall promptly notify the Authority of the impending termination, the reason for the termination and obtain the Authority's approval prior to proceeding with the termination. Following the termination Proposer shall replace the terminated MWBE with another MWBE. If the Proposer is unable to utilize another MWBE for performance of that portion of this Contract, the Proposer shall provide the Authority with documentation, in a form satisfactory to the Authority, showing that it is not possible to replace the terminated MWBE with another MWBE. The MWBE percentage for participation must not decrease below the percentage proposed during the term of the Contract.
- 4.8 The successful Proposer shall submit to the Authority a Disbursement Form (sample on Page RF-7 with each invoice submitted for payment, indicating the amount of money spent with each MWBE(s) since the previous invoice.
- 4.9 Failure to carry out the requirements set forth herein or the commitments made by the Proposer (e.g. to contract with or make a good faith effort to contract with and use MWBEs, to pay MWBEs at least 23% (or such other acceptable good faith effort amount) of the total Contract price on an ongoing basis, etc.) shall constitute a breach by the Proposer of this Contract and may result in termination of the Contract by the Authority or such other remedy as the Authority deems appropriate.

GENERAL REQUIREMENTS (Continued)

- 4.10 A list of currently certified MWBEs may be obtained via the internet at www.orlandoairports.net/small_business, or from the Authority's Office of Small Business Development by calling (407) 825-7133. The Authority will provide this information as a convenience only, and Proposers shall be solely responsible for ensuring all MWBEs are capable of performing. Certification of eligibility as an MWBE should be completed prior to submission of a Proposal. During the Proposal process, Proposers may contact the Office of Small Business Development for any questions or information concerning the MWBE Participation Program.
- 4.11 Compliance with the MWBE policy of the Authority does not relieve Proposers of the equal employment opportunity obligations under state and Federal laws and regulations.

5. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION PROGRAM:

For this Contract, the Authority has not established a LDB Participation Goal.

6. GOOD FAITH EFFORT FOR MWBE AND LDB PARTICIPATION PROGRAM:

- 6.1. Indicating the name and title of the person responsible for the Proposer's good faith efforts to reach the participation goal;
- 6.2. Provide evidence of attendance at Pre-Proposal Conference meeting, if any, scheduled by the Authority to inform MWBE/LDB firms of subcontracting opportunities under a given Contract;
- 6.3. Provide a list of MWBE/LDB firms contacted;
- 6.4. Provide copies of written correspondence to MWBE/LDB firms that their bid is being solicited, as well as certified return receipts to prove receipt or the reason for non-delivery;
- 6.5. Provide evidence of information provided to the MWBE/LDB firms about the specific work the Contractor intends to subcontract;
- 6.6. Provide evidence of information provided to MWBE/LDB firms on bonding and insurance requirements;
- 6.7. Provide copies of advertisements in general circulation media, trade association publications, and minority focus media advertising for MWBE/LDB firms interested in subcontracting;
- 6.8. Provide evidence that Proposer provided interested MWBE/LDB firms with assistance in reviewing the contract plans, specifications, and the terms and conditions of the general contract, subcontract and addenda;
- 6.9. Providing evidence that the Proposer provided MWBE/LDB firms prompt notice of addenda affecting specific trade Contractors;
- 6.10. Provide evidence that Proposer made follow-up inquiries after initial solicitations of interest from MWBE/LDB firms. Proposer shall maintain documentation of the date, time and name of individuals contacted. A telephone log is acceptable documentation of this activity;

GENERAL REQUIREMENTS (Continued)

- 6.11. Provide a list of quotes submitted by MWBE/LDB firms;
- 6.12. Provide documentation as to why MWBE/LDB firms were not utilized;
- 6.13. In those instances where a majority subcontractor is selected for a scope of work for which MWBE/LDB bids were submitted, the Proposer shall submit records of all quotations received from MWBE/LDB firms and from the selected majority subcontractor, and provide an explanation of the reasons why the MWBE/LDB firms will not be used during the course of the Contract. Receipt of a lower price quotation from a non MWBE/LDB firm prior to or at the time of Proposal Opening will not in itself excuse a Proposer's failure to meet participation goals. It is incumbent upon the Proposer to demonstrate that MWBE/LDB firms were not rejected as unqualified without a thorough and documented investigation of their capabilities and capacity.
- 6.14. Additional information on meeting good faith efforts can be found by going to www.orlandoairports.net/small business, or from the Authority's Office of Small Business Development by calling 407-825-7133 or 407-825-7171.

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

PROPOSER: _____

RESPONSE FORMS

PROPOSER'S WARRANTY

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

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

1. The undersigned has carefully reviewed all of the materials and data provided in the Proposer's response on behalf of the Proposer and, after specific inquiry, believes all of the material and data to be true and correct;
2. The proposal offered by the Proposer is in full compliance with the Minimum Requirements set forth in this RFP;
3. The Proposer authorizes the Authority, its staff or consultants to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Proposer and its Engagement Team members;
4. The undersigned has been specifically authorized to accept and commit Proposer to execute the attached Agreement in full compliance with all requirements and conditions as set forth in this RFP.
5. The Proposer shall provide upon award evidence of the ability of the Proposer to meet the insurance requirements as described in Exhibit "C", Page A-19, of the Agreement for Auditing Services.
6. The Proposer shall provide a copy of their Florida registration or application as a condition to entering into an Agreement with the Authority. If Proposer elects to use a fictitious name in its Proposal, a copy of Proposer's fictitious name registration shall be provided to the Authority.
7. The undersigned acknowledges its responsibility to ensure receipt of the entire RFP and any addenda.

Name of Proposer

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title

Date

Address

Email Address

Phone Number

PROPOSER: _____

SCHEDULE OF MWBE CONTRACT PARTICIPATION

NAME AND ADDRESS OF MWBE FIRM	CONTACT NAME PHONE NUMBER FAX NUMBER	TYPE OF WORK AND CONTRACT ITEMS TO BE PROVIDED OR PERFORMED	MWBE CLASS.* (BBE, HBE, OBE, WBE)	ESTIMATED MWBE PARTICIPATION PERCENTAGE
				%
				%
				%
				%
				%

* MWBE Classification Key (businesses owned by) - BBE=African American, HBE=Hispanic, OBE=Asian American, WBE=Women

The undersigned will enter into a formal agreement with the above MWBE Contractors for work listed in the Proposal conditioned upon execution of a Contract with the Authority. Participation must meet or exceed MWBE/LDB goals established in this document or Proposers will be required to provide Good Faith Effort documentation within two (2) business days of request.

AUTHORIZED SIGNATURE: _____ *Use additional pages as necessary.

PROPOSER: _____

MONTH ENDING: _____

GREATER ORLANDO AVIATION AUTHORITY

MWBE DISBURSEMENT FORM

(To Be Submitted with EACH Invoice and Faxed to (407) 825-3004 or E-Mailed to DForms@goaa.org)

CONTRACT: PS-632 AUDITING SERVICES

(Number and Name)

PAYMENTS		Current Year			Previous Years Totals
		(A)	(B)	(C)	(D)
		Current Payment	Previous Payments	Cumulative Payments	Amount
	Prime Contractor Payment				
	Percent Achieved				
		(Total Col E / Total Col A)	(Total Col F / Total Col B)	(Total Col G / Total Col C)	(Total Col H / Total Col D)

MWBE SUBCONTRACTOR/VENDOR		Current Year			Previous Years Totals
		(E)	(F)	(G)	(H)
		Current Payment	Previous Payments	Cumulative Payments	Amount
	TOTALS				

Summary

Original Prime Contract Total:	\$	Original Sub Contract Total:	\$
Amendment(s) Approved:	\$	Amendment(s) Approved:	\$
Revised Prime Contract Total:	\$	Revised Sub Contract Total:	\$

Contract Goal:

Cumulative Goal Achieved:

(Sum of totals G and H / Sum of totals C and D)

Remarks:

PROPOSER: _____

NO RESPONSE

TO

REQUEST FOR PROPOSALS

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

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

We have received Request for Proposals, Professional Services – 632, Auditing Services, opening at 11:00 a.m. EST, Monday, April 20, 2020, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

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

Name of Proposer

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title

PROPOSER: _____

* * * * * END OF RESPONSE FORM * * * * *

**PROFESSIONAL SERVICES AGREEMENT
PS-632 AUDITING SERVICES**

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

WITNESSETH:

WHEREAS, the Authority desires to employ the services of independent auditor to provide professional and related services required in connection with auditing services for the Authority and

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

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

1. Services to be Provided by the Firm.

- 1.1 **Scope of Services.** The Firm hereby agrees to perform for 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 Authority shall have the right, by written notice to the Firm, to unilaterally reduce the Services to be rendered hereunder.
- 1.2 **Personnel.** The Firm agrees to retain the necessary qualified personnel acceptable to Authority to perform all Services for Authority pursuant to this Agreement. The Firm further agrees to promptly remove any personnel from performing Services as Authority shall request in writing (which request may be made by Authority with or without cause), and to promptly replace such personnel with other of the Firm's personnel of comparable experience reasonably acceptable to the Authority. The Firm agrees to include a similar provision in its agreements with any and all Subconsultants.
- 1.3 **Subconsultants.** The Firm 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 Authority in advance ("Subconsultant"); provided, however, no Subconsultant shall perform any of the Consultant obligations under this Agreement unless the Authority approves the Subconsultant in advance in writing. In the event any Subconsultant is employed, the Consultant shall continuously monitor the Subconsultant's performance and shall remain fully responsible to ensure that the Subconsultants perform Services as required in accordance with this Agreement. The Authority shall have no obligation to pay for any unsatisfactory performance of Subconsultants nor to reimburse the Firm for Services rendered by Subconsultants in connection with the Firm's performance of Services unless Authority has given prior written approval of the compensation to be paid Subconsultants by the Firm. The Authority may require that invoices for all work (including invoices submitted to the Firm for work performed by Subconsultants) shall be submitted to the Authority by the Firm and the Authority shall pay all compensation to the Firm, or Authority shall have the right, but not the obligation, to pay

a specific amount directly to any Subconsultant. The Firm agrees to pay such Subconsultants for their Services within fifteen (15) days after the Firm's receipt of payments from the Authority for accepted work performed by Subconsultants. It shall be the sole responsibility of the Firm to deal with Subconsultants with respect to the collecting and submission of invoices and the payment of compensation. Payment of compensation by the Authority to the Firm for work performed by Subconsultants shall relieve the Authority of all future liability to the Subconsultant and shall thereafter precludes the Subconsultant from bringing any claim against the Authority. The Firm agrees to include insurance and indemnity requirements set forth herein in agreements with any Subconsultants for performance of Services.

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

2. Compensation.

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

3. Term and Termination.

- 3.1 **Term.** This Agreement shall become effective upon its execution by the Authority and shall continue in effect for three (3) years, unless terminated earlier as provided for herein or extended by an addendum hereto executed by both Parties. Upon mutual agreement by both parties the Authority shall have the option to renew this agreement for two (2) periods of one (1) year each.
- 3.2 **Termination on Default.** This Agreement may be terminated in whole or in part in writing by either party in the event of the failure or refusal of the other party to perform or do any obligation herein required of that party within five (5) days after written notice from the non-defaulting party. Liability arising from improper acts or omissions and any indemnity obligations shall survive the termination of this Agreement.
- 3.3 **Termination without Default.** Authority may terminate this Agreement for any reason or no reason upon not less than thirty (30) calendar days written notice of intent to terminate.
- 3.4 **Effect of Termination.** For any termination, the Firm shall have no entitlement to recover anticipated profit for Services or other work not performed; provided however, the Authority

shall pay the Firm for Services performed up to the date of termination, as determined in the discretion of the Authority.

3.5 **Notice of Intent to Terminate.** Upon receipt of notice of intent to terminate from Authority pursuant to paragraphs 3.2 or 3.3 above, or upon the Firm's giving of notice of intent to terminate pursuant to paragraph 3.2 above, the Firm shall: (1) promptly discontinue all Services affected (unless Authority directs otherwise); and (2) deliver or otherwise make available to 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 the Firm or by Subconsultants in performing Services under this Agreement, whether completed or in process.

3.6 **Authority's Right to Complete Terminated Services.** Upon termination pursuant to paragraphs 3.2 or 3.3 above, Authority may enter into an Agreement with another party for the party to complete the Services. In doing so, the Authority shall not waive any rights it may have to pursue any and all rights it may have against the Firm arising out of the Firm's performance hereunder.

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

4.1 **State Code of Ethics.** The Firm represents that it is familiar with the terms and conditions of Section 112.313, Florida Statutes, and the Firm further represents and warrants unto Authority that to the best of its knowledge and good faith belief no director, officer, employee or agent of Authority or the City of Orlando, Florida (the "City") has any interest, either directly or indirectly, in the business of the Firm to be conducted under this Agreement or the proceeds thereof. The Firm further represents and warrants to Authority that it has not employed or retained any company or person, other than a bona fide employee working wholly for Firm, 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 the Firm, 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.

4.2 **Public Entity Crimes.** The Firm represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and the Firm further represents and warrants unto Authority that to the best of its knowledge and good faith belief that neither the Firm nor any affiliate of the Firm has ever been convicted of a public entity crime. The Firm 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 the Firm under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

4.3 **Public Records; Open Meetings.** The Firm has been advised that the 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 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 Authority to

conduct business in open meetings. The Firm will cooperate with Authority to observe and comply with the requirements of said laws in performing the Services. The Firm agrees that it will comply with all Authority policies and procedures in observing the requirements of said laws.

- 4.4 **Duty to the Authority.** To the extent permitted by professional codes of conduct, the Firm will represent the Authority to the best of the Firm's ability with respect to the performance of the Services, including without limitation in making recommendations to the Authority and will not make recommendations or otherwise perform Services based on criteria or factors other than the best interests of the Authority.
- 4.5 **Conflict of interest.** The Firm shall comply at all times with the affirmative statement provided with its Proposal that during the period of this Agreement, the Proposer shall give the Authority written notice of any professional relationships entered into that may result in a conflict of interest with the Authority's audit.
- 4.6 **Firm to Comply.** The Firm shall comply at all times with the certifications, affirmative statements and other representations made by the Firm in the Proposal in connection with this Agreement, unless waived in writing by the Authority; which certifying affirmative statements and other representations are incorporated herein by this reference.
5. **Member Protection; Waiver.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the Services of the Firm 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 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 Authority either directly or through 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 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 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 Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.
6. **Indemnification.** The Firm shall indemnify, defend and hold completely harmless the Authority and the City, and the 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 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 Firm, (ii) by reason or on account of damage to or destruction of any property of Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the negligent performance of services under this Agreement, or the negligent acts or omissions or willful misconduct of the Firm's officers, agents, employees, Subconsultants, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, or (iii) arising out of or in connection with the negligent acts or omissions or willful misconduct of the Firm or its officers, agents, employees, Subconsultants, licensees or invitees. Authority agrees to give the Firm reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Firm or its insurer to compromise and defend the same to

the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. **Insurance.**

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

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

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

8.1 **Compliance with Regulations.** The Firm 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 Firm, 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 Subconsultant, including procurement of materials and leases of equipment. The Firm 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 Firm 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 Firm of the Firm'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 Firm 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 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 Firm is in the exclusive possession of another who fails or refuses to furnish this information, the Firm shall so certify to the 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 Firm's noncompliance with the nondiscrimination provisions of this Agreement, the 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 Firm under the Agreement until the Firm complies.

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

8.6 Incorporation of Provisions. The Firm 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 Firm shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Firm becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Firm may request the Authority to enter into such litigation to protect the interest of the Authority and, in addition, the Firm may request the United States to enter into such litigation to protect the interests of the United States. The Firm assures 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 Firm 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:

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 Fair Labor Standards Act.** All contracts and subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
11. **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their 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 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, consultants, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Consultant suspect any fraud, waste or abuse in connection with any work under this Agreement, including any work of its Subconsultants or laborers, it shall promptly report such activity to (877) 370-6354, through email to GOAA@integritycounts.ca, or through the online reporting form www.integritycounts.ca/org/GOAA. The Consultant shall include this reporting requirement in all Subconsultants 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 Authority and the Firm. The parties hereby agree that process shall be served on the Firm and Authority in the manner prescribed by applicable law. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights and either party may have to a trial by jury of any such litigation.
17. **Transfers, Assignments and Subcontracts.** The Firm 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 Authority. Authority shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon Authority and the Firm, and their respective successors and assigns.
18. **Miscellaneous Provisions.**
 - 18.1 The Firm 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 Firm hereunder.
 - 18.2 The Firm 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 Firm to render the services required hereunder.
 - 18.3 If 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 Firm hereunder, and if the Firm 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, Authority shall have the right, by giving written notice to the Firm, to terminate this Agreement forthwith.

- 18.4 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 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 Authority or any transferee retains ownership or possession of the property. In the case of a construction project, this Provision binds the Consultant from the Proposal solicitation period through the completion of the Agreement.
- 18.5 Consultant and its Subconsultants, 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 Authority's Chief Executive Officer or designee. Consultant and its Subconsultants shall account for all expenses of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of the Consultant and Subconsultants and which support the amounts reported and/or invoiced to the Authority. At a minimum, Consultant's and Subconsultant'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 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 Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by 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 Authority and/or its representative such assistance as may be required to allow complete access to such records. The Chief Executive Officer may require Consultant and Subconsultants to provide other records the Chief Executive Officer, in his or her sole discretion, deems necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Agreement. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Consultant and its Subconsultants agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Agreement by the Authority, the Consultant, or a third party, the Consultant shall continue to maintain all such records, and the 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 Subconsultants 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 Authority, Consultant shall forthwith, upon written demand from the Authority, pay the 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 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.

18.6 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 Authority. Consultant agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Consultant shall seek the 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 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 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 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 Authority under this Agreement. The provisions of this Section 18.6 shall survive the expiration or earlier termination of the Agreement.

18.7 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLICRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Consultant with an Authority Agreement for services, must comply with Florida Statute, Chapter 119.071, specifically to:

- 18.7.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service.
 - 18.7.2 Upon request from the Authority's custodian of public records, provide the 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 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.
 - 18.7.3 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 Authority.
 - 18.7.4 Upon completion of the Agreement, meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Consultant or keep and maintain public records required by the Authority to perform the service. If the Consultant transfers all public records to the 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 Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.
 - 18.7.5 If a Consultant does not comply with a public records request, the 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 Authority's right to reduce the Scope of Services as provided in paragraph 1.1 above, this Agreement shall not be amended or modified other than in an amendment writing signed by the parties hereto. The Authority and the Firm reserve the right to amend this Agreement in writing at any time by such mutually executed amendment. Failure by any party at any time to enforce any default or right reserved to it or to require the performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be deemed a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
 21. **Severability.** If any term or provision of this Agreement shall be found to be unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

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

To the Firm: _____

With copy to: _____

Attention: _____

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

The Authority's Chief Executive Officer, or designee, shall act as Authority's agent with respect to the Services to be rendered by the Firm hereunder and shall transmit instructions, receive information, and communicate Authority's policies and decisions to the Firm 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 20.

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

GREATER ORLANDO AVIATION AUTHORITY

ATTEST

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

"FIRM"

ATTEST

(Firm's Name)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

Scope of Services

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

1. SCOPE OF SERVICES TO BE PROVIDED:

- 1.1 The selected Firm shall perform, for and on behalf of Authority, auditing and related services requested by the Authority and its Finance Committee, including without limitation the following:
 - 1.1.1 Annual audit of the Authority's financial statements within 120 days of the Authority's Fiscal Year End;
 - 1.1.2 Quarterly reviews of the Authority's financial statements within 45 days of the Authority's Fiscal Quarterly End;
 - 1.1.3 Annual audit of the special-purpose financial statements of the accounts maintained by Hyatt Corporation for the Hyatt Regency Orlando International Airport within 90 days of the Authority's Fiscal Year End;
 - 1.1.4 Biannual audit of Authority's Defined Contribution Retirement Plan, Defined Benefit Retirement Plan and Other Post Employment Benefit Plan;
 - 1.1.5 An annual debt compliance report within 120 days from Authority's Fiscal Year End; and
 - 1.1.6 Other auditing and related services as requested.
- 1.2 The services to be provided are to be performed in accordance with:
 - 1.2.1 Auditing standards generally accepted in the United States of America"
 - 1.2.2 The standards applicable to financial audits contained in the *Government Auditing Standards*, issued by Comptroller General of the United States
 - 1.2.3 Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called "Uniform Guidance");
 - 1.2.4 49 U.S. C. § 47107 (m) Project grant application approval
 - 1.2.5 14 CFR Part 158 § 158.67 (c) *Passenger Facility Charge Audit Guide for Public Agencies*,
 - 1.2.6 The Rules of the Auditor General of the State of Florida; and
 - 1.2.7 The Single Audit Act.

- 1.3 The services shall result in the issuance of all audit opinions and reports as required by the standards and regulations listed above.
- 1.4 The services shall be performed in accordance with the schedule and deadlines set forth in the Authority's RFP unless otherwise agreed to in writing by the Authority.
- 1.5 Neither the selected Firm nor any person or business entity affiliated with the Firm shall provide any other financial or consulting services to the Authority during the term of the Agreement.

1.6 REPORTS:

Following the completion of the audit of the fiscal year's financial statements and other engagements, the auditor shall issue the reports required by Generally Accepted Auditing Standards and Government Auditing Standards, Governmental Accounting Standards, CFR 200 Subpart F (Audit Requirements), Florida Statutes, and Rules of the State of Florida Auditor General.

1.7 ADDITIONAL SERVICES:

If during the contractual period additional services are needed, the selected firm may, at the option of the Authority, be engaged to perform these services. The selected firm shall upon receipt of the written request from the Chief Financial Officer (CFO), perform such additional services. All additional work will be documented by engagement memoranda to be approved by the Authority prior to the performance of any additional services.

1.8 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

- 1.8.1 All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Authority of the need to extend the retention period.
- 1.8.2 The auditor shall make available all original working papers for examination by authorized representatives of Federal and State agencies, the Authority's CFO and any other entity to which access has been granted in writing by the Authority's CFO.
- 1.8.3 In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

1.9 SUPPORT PERSONNEL:

Support personnel will be made available by the Authority to provide assistance, such as identifying locations of required records, gathering needed documentation and supporting information and such other tasks that will serve to expedite the audit, with the understanding that support personnel must be utilized in a manner that permits them to effectively perform the day-to-day requirements of their positions.

1.11 REGULATION UPDATES:

The Contractor shall provide the Authority's Finance Department with written information relating to regulation changes and its potential impact on the Authority and its operations. Examples would be timely notification of changes proposed or initiated by Governmental Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB) or Government Accountability Office (GAO).

EXHIBIT "B"

SCHEDULE OF FEES

EXHIBIT "C"

Insurance

<u>Type</u>	<u>Amount</u>
Professional Liability	\$3,000,000
General Liability	\$1,000,000
Automobile Liability	\$100,000/300,000/50,000
Workers Compensation	Statutory limits
Employers Liability	\$100,000 each accident, \$500,000 disease policy limit \$100,000 disease each employee

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

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

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

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