

# PROFESSIONAL SERVICES COMMITTEE AGENDA



**DATE:** Tuesday, May 26, 2020  
**TIME:** 9:15 a.m.  
**PLACE:** Live Stream at [www.orlandoairports.net](http://www.orlandoairports.net)

Due to the COVID-19, the Greater Orlando Aviation Authority is adhering to a business distancing operational plan. Please note that all Professional Services Committee meetings from today until further notice will be held virtually. If you would like to address this committee at the meeting on an agenda item being considered, please contact the Recording Secretary, Tara Ciaglia ([tara.ciaglia@goaa.org](mailto:tara.ciaglia@goaa.org) -or- 407-825-4461) no less than 24 hours in advance of the meeting. Otherwise, the Professional Services Committee will be available via Live Stream at [www.orlandoairports.net](http://www.orlandoairports.net).

RECORDING SECRETARY	PHONE NUMBER	EMAIL ADDRESS
Tara Ciaglia	407-825-4461	<a href="mailto:tara.ciaglia@goaa.org">tara.ciaglia@goaa.org</a>

**[ITEMS IN BOLD REQUIRE APPROVAL BY THE AVIATION AUTHORITY BOARD]**

- ITEM 1** CONSIDERATION OF MEETING MINUTES OF FEBRUARY 26, 2020 (1p) (W411 SHORTLISTING)
- ITEM 2** CONSIDERATION OF MEETING MINUTES OF FEBRUARY 26, 2020 (2p) (W412 SHORTLISTING)
- ITEM 3** CONSIDERATION OF MEETING MINUTES OF MARCH 10, 2020 (Various)
- ITEM 4** CONSIDERATION OF MEETING MINUTES OF MARCH 24, 2020 (Various)
- ITEM 5** **RE-CONSIDERATION OF W401, PASSIVE OPTICAL LOCAL AREA NETWORK (PON) TECHNOLOGY AT THE ORLANDO INTERNATIONAL AIRPORT.**
- ITEM 6** **INFORMATION ITEMS**
  - 6-A** Office of Small Business Participation Memorandum for the Request for Recommendation of Approval to the Chief Executive Officer of an Amendment to Addendum No. 9 to the Information Technology Consulting Services Agreement with Barich, Inc. for Additional FY 2020 On-Call Information Technology Support Work Plan Consulting Services at the Orlando International Airport. [From Construction Committee on March 24, 2020, Item No. 3].

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 seven 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 on the Aviation Authority's website ([www.orlandoairports.net](http://www.orlandoairports.net)). Please contact the Director of Board Services with questions at (407) 825-2032.

Any appeals of decisions made by the Professional Services Committee must be filed with the Chief Executive Officer within five business days (no later than 4:00 p.m. on the fifth business day) of the rendering of that decision. If a bidder or proposer is aggrieved by any of the proceedings of today's meeting and wishes to appeal the results of actions made by this committee, they must file an appeal stating the item they wish to appeal and the basis for which they wish to appeal, and it must be received in writing by the Chief Executive Officer, Mr. Phillip N. Brown, via email [pbrown@goaa.org](mailto:pbrown@goaa.org), with a copy to [dsnyder@goaa.org](mailto:dsnyder@goaa.org) (emails will be accepted during the COVID-19 pandemic.)

[The next Professional Services Committee Meeting for Various Items is scheduled for Tuesday, June 2, 2020, at 9:15 a.m.](#)

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On **WEDNESDAY, FEBRUARY 26, 2020**, the **PROFESSIONAL SERVICES COMMITTEE** of the Greater Orlando Aviation Authority met in the Carl T. Langford Board Room, One Jeff Fuqua Boulevard, Orlando, FL 32827. Chair Thornton called the meeting to order at 1:02 p.m. The meeting was posted in accordance with Florida Statutes and a quorum was present.

Committee Members present:

Stanley J. Thornton, Chair  
Davin Ruohomaki, Sr. Director of Planning, Engineering, and Construction  
Gary Hunt, Director of Maintenance  
Mike Patterson, Director of Construction

Also present:

Robert Alfert, Legal Counsel (Nelson, Mullins, Broad & Cassel)  
Edward Philpot, Legal Counsel (Nelson, Mullins, Broad & Cassel)  
George Morning, Small Business Development  
Debbie McKeown, Project Controls  
Kathy Anderson, Contracts and Grants  
John Carlson, Construction  
Tuan Nguyen, Engineering  
Jeff Daniels, Maintenance  
Jim Surguine, Maintenance  
Joanne Regidor, Recording Secretary

Others present:

Bonnie Roberts, Cloud 9 Services, Inc.  
Curtis Walker, Cloud 9 Services, Inc.  
Jerrie Safford, IMAXX Plumbing System, Inc.

#### **LOBBYIST DISCLOSURE**

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.

#### **ANNOUNCEMENT**

Any appeals of decisions made by the Professional Services Committee (PSC) must be filed with the Chief Executive Officer within five business days (no later than 4:00 p.m. on the fifth business day) of the rendition of that decision.

## **ITEM 1**

(Professional Services Committee 05/26/2020)

**CONSIDERATION OF FIRMS FOR CONSTRUCTION SERVICES FOR W411, CONTINUING PLUMBING CONTRACTING SERVICES, AT THE ORLANDO INTERNATIONAL AIRPORT, ORLANDO EXECUTIVE AIRPORT AND OTHER FACILITIES OPERATED BY THE AVIAITON AUTHORITY**

1. On February 5, 2020, the following three Letters of Interest (LOIs) were received for the above-referenced services (*in alphabetical order*):

- **Cloud 9 Services, Inc.**
- **IMAXX Plumbing System, Inc.**
- **S.I. Goldman Company, Inc.**

The scope of work to be performed under these Continuing Plumbing Contracting Services includes, but is not limited to, providing all labor, materials and equipment necessary for construction of various plumbing projects at the Orlando International Airport, Orlando Executive Airport and Other Facilities operated by the Aviation Authority, including providing licensed plumbers and site supervision, for all other work normally associated with new, renovation and maintenance plumbing work, including, but not limited to, domestic water, gas, irrigation, sanitary, and storm drainage systems. The Continuing Contracts to be entered into between the Aviation Authority and the successful Proposers will be non-exclusive, and the Aviation Authority shall have the right to award any portion of the Work covered by this Advertisement to one or more firms and/or individuals.

It is the intention of the Aviation Authority to use Continuing Contracts for Continuing Plumbing Contracting Services on projects for which the contract amount does not exceed \$2,000,000, in accordance with the Aviation Authority's policies. When plumbing contracting services are required, the Aviation Authority will either solicit bids from the Aviation Authority's Continuing Plumbing Contracting Services contractors or enter into direct negotiations for such projects. The scope of work and request for bids or proposals will be defined for each project. The selected firm or individual will be entitled to competitively bid on all other construction work publicly advertised by the Aviation Authority.

The PSC and staff had previously been furnished a copy of each LOI along with the Advertisement, Submission Requirements, and other supporting documentation.

Evaluation of the LOIs was based on the following:

- Comprehensive Approach
- Commitment to MWBE/LDB/VBE/DBE Participation Programs
- Qualifications and Experience of Key Personnel
- Qualifications and Experience of Firm
- Insurance
- Bonding Capacity
- Licensure
- References

Chair Thornton asked, before going into evaluations, if there were any questions from the PSC or other instructions from Legal Counsel. Legal Counsel replied no, and to proceed with staff and legal evaluations, and then move onto PSC deliberations. There were no questions from the PSC.

Chair Thornton requested that the Office of Small Business Development present its evaluation of the LOIs. Mr. Morning stated that all of the Proposers submitted a written statement confirming that the Proposer has read, understands and intends to

comply with the requirements of the Aviation Authority's MWBE/LDB/VBE/DBE Programs. Mr. Morning confirmed that all three Proposers met the requirement.

Chair Thornton then requested that Ms. Anderson review the insurance and bonding capacity evaluation. Ms. Anderson stated that the insurance requirements for this procurement were Commercial General Liability at a minimum of \$5 Million per occurrence and annual aggregate with maximum deductible or self-insured retention in an amount not exceeding \$100,000; Automobile Liability at a minimum of \$5 Million per occurrence with maximum deductible or self-insured retention in an amount not exceeding \$100,000; and, Employers Liability at \$500,000 with Worker's Compensation at statutory limit. Ms. Anderson noted that if a Proposer was unable to secure insurance at the limits specified, the Proposer must have stated in writing and must have also provided all required documentation demonstrating coverage at reduced liability limits of \$1 Million for both Commercial General Liability and Automobile Liability, with all other requirements remaining in effect. Any Proposer that proposes these lower insurance limits, if selected, would only be eligible for work located outside of the Air Operating Area (AOA). Furthermore, the Proposers were asked to provide a bonding capacity of at least \$2 Million for a single project together with evidence for maximum single project bonding capacity and Proposer's aggregate bonding capacity. If a Proposer was not able to provide a minimum bonding capacity of \$2 Million, they were asked to provide a written statement of their current bonding limit, both single and aggregate. Ms. Anderson provided the following evaluation:

- **Cloud 9 Services, Inc. (CLOUD9)**: CLOUD9 provided insurance coverage satisfactory at the non-AOA limits and did not provide excess that would bring them to AOA limits, and bonding capacity was sufficient.
- **IMAXX Plumbing System, Inc. (IMAXX)**: IMAXX provided insurance coverage satisfactory at the AOA limits, and WC/Employers Liability was insufficient. IMAXX submitted a statement that they are not currently bonded.
- **S.I. Goldman Company, Inc. (SIG)**: SIG provided insurance coverage satisfactory for the AOA limits and bonding capacity was sufficient.

Legal Counsel stated that in the procurement documents there is special language that deals with the bonding issue. He noted that the intent of continuing services procurements, is to establish a pool of contractors to do the work. He indicated that IMAXX has been doing work with the Aviation Authority for a long time, and did not submit the requested bonding capacity. However, it is not a disqualifier, but rather it is a discriminator. IMAXX can only be used for work valued under \$200K, which is the Florida Statutory Limit for bonding capacity. Furthermore, Legal Counsel indicated that Mr. Patterson has expressed that historically, the Aviation Authority has used IMAXX for smaller projects. Mr. Patterson responded affirmatively.

Mr. Patterson stated that the solicitation for this project was intentionally drafted to include both the AOA and non-AOA levels of insurance coverage, because there is airside and landside work. If a Proposer could not meet the \$2 million bonding capacity limit, Proposers were asked what they are able to meet, with the intent of staying as inclusive as possible since there are both small and large projects. Chair Thornton commented that, therefore, multiple firms shall be selected. Legal Counsel concurred.

Legal Counsel noted that SIG is unlimited with the work they can perform; IMAXX provided satisfactory insurance but is capped at performing work up to \$200K

because of bonding capacity; and, CLOUD9 had sufficient bonding capacity but cannot perform AOA work. Legal Counsel concluded that questions should be asked during the interviews to inquire if they have the capacity to supplement the insurance disclosed up to this point in time. Mr. Patterson commented that CLOUD9 is predominately a diagnostic TV camera entity, and are escorted wherever they are needed, noting that CLOUD9 has been used quite a bit on the airside.

Chair Thornton moved onto the Licensing, Claims, and Reference Evaluations, and requested that Legal Counsel provide the review. Legal Counsel stated that all of the Proposers are certified plumbing contractors and had no notable claims or litigation found.

Legal Counsel moved onto the Reference Evaluation, and provided the following review:

- **CLOUD9**: Provided a limited number of references that were predominately private clients, which responded very positively. Maxwell Terrace Apartments valued at 120K/year, stated that "CLOUD9 is always excellent and very responsive." Also, a \$27K/year contract with Circa/Hollywood Plaza, Clermont, FL, stated that "CLOUD9 is a great company, have the best technology that works well with high tourist areas, and extremely responsive." All quality references.
- **IMAXX**: Provided seventeen references with similar types of contracts that all responded very positively, with no issues of concern flagged.
- **SIG**: Provided seven great references with similar style of work and contracts, that all responded very positively, with no issues of concern flagged.

Chair Thornton asked if there were Aviation Authority personnel present that had worked with any of the Proposers and could provide more information on their performances. Mr. Daniels noted that the Maintenance Department has worked extensively with all three Proposers. CLOUD9 has done numerous jobs with the Aviation Authority, from cleaning out grease lines and grease traps to making small repairs. IMAXX has been providing service to the Aviation Authority for over ten years and they have always provided quality work. Lastly, Mr. Daniels stated that he cannot speak much for SIG on plumbing; however, they have done a lot of mechanical work, such as the chilled water systems and hot water systems. Chair Thornton noted that SIG does a lot of welding with rigid and steel pipe. Mr. Daniels confirmed yes.

Chair Thornton then requested Staff's evaluation of the LOIs. Mr. Carlson stated that the evaluation was performed by Mr. Daniels; Mr. Surguine; Mr. Jose Garced, Maintenance Department; Mr. Paul Gula, GCI, Inc.; and himself. Mr. Carlson noted that all three Proposers had at least one licensed plumber, and in addition, CLOUD9 appeared to specialize in Jet-Vac, pipe video, pipe lining, and underground utility work. Lastly, Mr. Carlson stated that all three Proposers have had prior successful experience with Aviation Authority projects, noting that SIG did not mention that in their LOI.

Chair Thornton asked if there were any questions on the staff review. There were no questions asked.

Chair Thornton requested that Mr. Hunt share his observations, since he is the Director of Maintenance, which is the department that would handle the distribution

of plumbing work. Mr. Hunt stated that in his evaluation, he found all three Proposers capable in their areas of expertise; in most cases, the Aviation Authority has had positive experience with the three Proposers. Therefore, Mr. Hunt recommended moving all three Proposers forward for further consideration. Mr. Patterson and Mr. Ruohomaki concurred.

Upon motion of Mr. Hunt, second by Mr. Patterson, vote carried to shortlist the following firms for further consideration for Continuing Plumbing Contracting Services (W411) at the Orlando International Airport, Orlando Executive Airport and Other Facilities operated by the Aviation Authority (in alphabetical order):

- Cloud 9 Services, Inc.
- IMAXX Plumbing System, Inc.\*
- S.I. Goldman Company, Inc.

\* The PSC's shortlisting of this firm is subject to resolution of the following discrepancies:

- IMAXX Plumbing System, Inc.: Provided Worker's Compensation/Employer's Liability coverage that is insufficient, and Proposer provided a statement that they are not currently bonded. Proposer must provide the following:
  - o Proof of ability to provide Worker's Compensation: (statutory limit) and,

Employer's Liability:	\$500,000 - each accident
	\$500,000 disease - policy limit
	\$500,000 disease - each employee
  - o Discussion on the issue of bonding capacity during interview.

Boards and electronic devices are permitted, though not required. Be prepared to provide a copy of the presentation on a flash drive. Handouts are acceptable and if provided, please bring a minimum of ten copies. The boardroom will be available 5 minutes prior to each firm's scheduled interview time for presentation set-up. Each firm will be provided 20 minutes for the introduction/interview process. Each firm will have up to 10 minutes to make its introduction/presentation to the PSC, following which the PSC will conduct a 10 minute question and answer session. Each firm must be represented by its proposed project manager and principal representative of the firm.

**ADJOURNMENT**

2. There being no further business for discussion, the meeting was adjourned at 1:17 p.m.

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Stanley J. Thornton, Chair  
Professional Services Committee  
Chief Operating Officer

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On **WEDNESDAY, FEBRUARY 26, 2020**, the **PROFESSIONAL SERVICES COMMITTEE** of the Greater Orlando Aviation Authority met in the Carl T. Langford Board Room, One Jeff Fuqua Boulevard, Orlando, FL 32827. Chair Thornton called the meeting to order at 2:00 p.m. The meeting was posted in accordance with Florida Statutes and a quorum was present.

Committee Members present:

Stanley J. Thornton, Chair  
Davin Ruohomaki, Sr. Director of Planning, Engineering, and Construction  
Gary Hunt, Director of Maintenance  
Mike Patterson, Director of Construction

Also present:

Tom Draper, Senior Director of Airport Operations  
Robert Alfert, Legal Counsel (Nelson, Mullins, Broad & Cassel)  
Edward Philpot, Legal Counsel (Nelson, Mullins, Broad & Cassel)  
George Morning, Small Business Development  
Debbie McKeown, Project Controls  
Kathy Anderson, Contracts and Grants  
John Carlson, Construction  
Tuan Nguyen, Engineering  
Jeff Daniels, Maintenance  
Jim Surguine, Maintenance  
Joanne Regidor, Recording Secretary

Others present:

Chris Simmons, SHAW Mechanical Services, LLC

#### **LOBBYIST DISCLOSURE**

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#### **ANNOUNCEMENT**

Any appeals of decisions made by the Professional Services Committee (PSC) must be filed with the Chief Executive Officer within five business days (no later than 4:00 p.m. on the fifth business day) of the rendition of that decision.

## **ITEM 2**

(Professional Services Committee 05/26/2020)

**CONSIDERATION OF FIRMS FOR CONSTRUCTION SERVICES FOR W412, CONTINUING HVAC CONTRACTING SERVICES, AT THE ORLANDO INTERNATIONAL AIRPORT, ORLANDO EXECUTIVE AIRPORT, AND OTHER FACILITIES OPERATED BY THE AVIATION AUTHORITY**

1. On February 5, 2020, the following five Letters of Interest (LOIs) were received for the above-referenced services (*in alphabetical order*):

- **Key Mechanical Services, Inc.**
- **Mechanical Services of Central Florida, Inc.**
- **S.I. Goldman Company, Inc.**
- **SHAW Mechanical Services, LLC**
- **Starr Mechanical, Inc.**

The scope of work to be performed under these Continuing HVAC Contracting Services Contracts includes, but is not limited to, providing all labor, materials and equipment necessary for construction of various HVAC projects at the Orlando International Airport, Orlando Executive Airport, and Other Facilities operated by the Aviation Authority, including providing licensed HVAC labor, site supervision, and all other work normally associated with new, renovation and maintenance HVAC work. The Continuing Contracts to be entered into between the Aviation Authority and the successful Proposers will be non-exclusive, and the Aviation Authority shall have the right to award any portion of the Work covered by the W412 Advertisement to one or more firms and/or individuals.

It is the intention of the Aviation Authority to use Continuing Contracts for HVAC Contracting Services on projects for which the contract amount does not exceed \$2 Million, in accordance with the Aviation Authority's policies. When HVAC services are required, the Aviation Authority will either solicit bids from the Aviation Authority's Continuing HVAC Contracting Services contractors or enter into direct negotiations for such projects. The scope of work and request for bids or proposals will be defined for each project. The selected firm or individual will be entitled to competitively bid on all other construction work publicly advertised by the Aviation Authority.

The PSC and staff had previously been furnished a copy of each LOI along with the Advertisement, Submission Requirements, and other supporting documentation.

Evaluation of the LOIs was based on the following:

- Comprehensive Approach
- Commitment to MWBE/LDB/VBE/DBE Participation Programs
- Qualifications and Experience of Key Personnel
- Qualifications and Experience of Firm
- Insurance
- Bonding Capacity
- Licensure
- References

Chair Thornton asked, before going into evaluations, if there were any questions from the PSC or other instructions from Legal Counsel. Legal Counsel replied no, and to proceed with staff and legal evaluations, and then move onto PSC deliberations. There were no questions from the PSC.

Chair Thornton requested that the Office of Small Business Development present its evaluation of the LOIs. Mr. Morning stated that all five of the Proposers submitted a written statement confirming that the Proposer has read, understands and intends to comply with the requirements of the Aviation Authority's

MWBE/LDB/VBE/DBE Programs. Mr. Morning confirmed that all five Proposers met the requirement. Mr. Patterson asked if two of the Proposers are MWBE/LDB/VBE firms. Mr. Morning confirmed yes.

Chair Thornton then requested that Ms. Anderson review the insurance and bonding capacity evaluation. Ms. Anderson stated that the insurance requirements for this procurement were Commercial General Liability at a minimum of \$5 Million per occurrence and annual aggregate with maximum deductible or self-insured retention in an amount not exceeding \$100,000; Automobile Liability at a minimum of \$5 Million per occurrence with maximum deductible or self-insured retention in an amount not exceeding \$100,000; and, Employers Liability at \$500,000 with Worker's Compensation at statutory limit. Ms. Anderson noted that if a Proposer was unable to secure insurance at the limits specified, the Proposer must have stated in writing and must have also provided all required documentation demonstrating coverage at reduced liability limits of \$1 Million for both Commercial General Liability and Automobile Liability, with all other requirements remaining in effect. Any Proposer that proposes these lower insurance limits, if selected, would only be eligible for work located outside of the Air Operating Area (AOA). Furthermore, the Proposers were asked to provide a bonding capacity of at least \$2 Million for a single project together with evidence for maximum single project bonding capacity and Proposer's aggregate bonding capacity. If a Proposer was not able to provide a minimum bonding capacity of \$2 Million, they were asked to provide a written statement of their current bonding limit, both single and aggregate. Ms. Anderson provided the following evaluation:

- **Key Mechanical Services, Inc. (KMS)**: KMS provided a letter from their insurance agent for insurance coverage at the non-AOA limits, which also indicated that KMS has the ability to increase their coverage, but did not provide a Certificate of Insurance (COI). KMS bonding capacity was sufficient.
- **Mechanical Services of Central Florida, Inc. (MSCF)**: MSCF provided insurance coverage satisfactory for the AOA limits; and, bonding capacity was sufficient.
- **S.I. Goldman Company, Inc. (SIG)**: SIG provided insurance coverage satisfactory for the AOA limits; and, bonding capacity was sufficient.
- **SHAW Mechanical Services, LLC (SHAW)**: SHAW provided a letter from their insurance agent for insurance coverage at the non-AOA limits, which indicated that SHAW could provide increased umbrella coverage to achieve AOA limits. SHAW provided bonding capacity for parent company, Stark Holdings America, Inc., and not for SHAW Mechanical Services, Inc.
- **Starr Mechanical, Inc. (STARR)**: STARR provided a letter that umbrella coverage could be increased; however, there was no COI provided to gauge what it could be increased to. STARR had sufficient bonding capacity.

Chair Thornton clarified that the Proposers were not required to provide the \$5 Million limits for insurance coverage at the AOA limits. It was either submit the standard insurance or \$5 Million, because the result will be a mixture of firms that may work within the AOA, and some may not, which was stipulated in the procurement documents. Legal Counsel responded affirmatively.

Chair Thornton asked Legal Counsel if there are any issues with advancing SHAW having provided bonding from their parent company. Legal Counsel replied that is

unknown because SHAW did not provide the necessary information. Legal Counsel ascertained that, for the purposes of this shortlisting evaluation, SHAW may be considered for work on projects up to \$200,000 in value, which is the threshold for bonding in the State of Florida.

Legal Counsel indicated that moving SHAW forward for further consideration provides the PSC the ability to ask questions on how SHAW's bonding structure would work, because the requirement was that the prime contractor bonds the job and the project; therefore, bonding the obligations of the prime. If bonding comes from a parent company or some other third company, then it is unknown, legally, how that secures the obligations of the prime. SHAW may have structured it in a way that works. Therefore, Legal Counsel suggested, if SHAW is advanced, to ask questions on this matter.

Chair Thornton asked if there were any questions on insurance and bonding. There were no questions asked.

Chair Thornton proceeded onto the Licensing, Claims, and Reference Evaluations, and requested that Legal Counsel provide the review. Legal Counsel stated that all of the Proposers are Certified Mechanical Contractors and had no notable claims or litigation found.

Legal Counsel moved onto the Reference Evaluation, and provided the following review:

- **Key Mechanical Services, Inc. (KMS)**: KMS provided fourteen references, and only five responded. The responses were very glowing, and included references from the Aviation Authority that responded with, "exceptional and excellent work." Overall clean and confident references.
- **Mechanical Services of Central Florida, Inc. (MSCF)**: MSCF provided five references, and two responded. The responses were very complimentary, such as for Lake Gem ES Comp Renovation, from the Project Manager with Wharton-Smith, stating that, "by far the best HVAC contractor used, and extremely professional," and very high marks for the SunTrust Chiller Replacement for Highwoods Realty.
- **S.I. Goldman Company, Inc. (SIG)**: SIG provided twelve references, and eleven responded. The references were high-end, noting, "preferred contractor, and smooth project, no issues at all." Overall high marks for SIG, with no issues of concern.
- **SHAW Mechanical Services, LLC (SHAW)**: SHAW provided three references and all responded, with generally, references that were of high quality. From Orange County Convention Center, an issue of concern was noted that, "on rare occasions needed to remind SHAW that a 72 hours' notice is needed if public areas need to be shut down," which were more of an administrative issue. However, in terms of the quality of their work, received very high marks.
- **Starr Mechanical, Inc. (STARR)**: STARR provided six references and five were confirmed with high marks across the board.

Legal Counsel concluded that the PSC has an overwhelmingly clean slate of candidates on licensing, claims, and reference checks.

Chair Thornton asked if there were Aviation Authority personnel present that had worked with any of the Proposers and can provide more information on their performance. Mr. Daniels noted that the Maintenance Department has used KMS and SIG in the past, and have had no issues; and, there have been some projects turned over from STARR which were all good. Furthermore, Mr. Daniels noted that the Maintenance Department did not recollect any experience working with SHAW or MSCF.

Chair Thornton asked if there were any questions regarding the reference evaluations. There were no questions asked.

Chair Thornton indicated that STARR stated that they have done work at the Aviation Authority's HBJ Warehouse property with Gomez Construction Company. Mr. Patterson responded that SHAW installed all of the new air-conditioning for that building. Chair Thornton asked if the Aviation Authority has been satisfied with the work so far. Mr. Patterson confirmed yes.

Chair Thornton then requested Staff's evaluation of the LOIs. Mr. Carlson stated that the evaluation was performed by Mr. Daniels; Mr. Surguine; Mr. Paul Gula, GCI, Inc.; and himself. Mr. Carlson noted that all five firms had at least one licensed mechanical contractor on staff; all five firms have demonstrated successful experience on HVAC projects; and, as mentioned prior, three of the firms, KMS, SIG, and STARR have past experience working with the Aviation Authority.

Chair Thornton asked if there were any questions on the staff review. There were no questions asked.

Chair Thornton directed the attention to Mr. Hunt, and stated that these contracts are going to be a combination of project work and on occasion, emergency-types of responses. Mr. Hunt concurred.

Chair Thornton requested that Mr. Hunt share his observations, since the Maintenance Department will handle the distribution of work. Mr. Hunt stated that in his evaluation, he found that all five Proposers have the necessary qualifications to move forward to the next step. All of the Proposers appear to be capable, and in most cases, the Proposers have had experience working with the Aviation Authority. Therefore, Mr. Hunt recommended moving all five Proposers forward for further consideration.

Mr. Patterson stated that he is familiar with a few of the Proposers, and their resumes and qualifications are satisfactory and their past projects look good. Therefore, Mr. Patterson had no issues with advancing all five Proposers.

Mr. Ruohomaki concurred, noting that he has experience working with all five Proposers.

Chair Thornton asked if there is an ideal amount of firms to contract with the Aviation Authority. Mr. Patterson responded that it is a mix of Proposers, some have less than twenty people and others that have 200+ on staff, and they are all local firms. Mr. Patterson indicated that three firms have previous Aviation Authority experience, and that there is not much of a track record on how much work would be awarded to these firms or what size projects they might be. Chair Thornton agreed, and noted that there is no guarantee in the contracts that when a firm is contracted they may not end up with work; however, the Aviation Authority places effort into rotating through the contractors, and also tries to get a good combination of small and large firms, so that the small firms can participate and develop. If the Aviation Authority comes across a big situation, then the large firms with more resources can be used.

Chair Thornton asked Mr. Morning for his observations. Mr. Morning stated that he agrees with the PSC, to move all five Proposers forward. Mr. Morning noted that there have been some issues with the smaller firms, but they have been able to work through it, and have gained knowledge through it.

**Upon motion of Mr. Hunt, second by Mr. Patterson, vote carried to shortlist the following firms for further consideration for Continuing HVAC Contracting Services (W412) at the Orlando International Airport, Orlando Executive Airport and Other Facilities operated by the Aviation Authority (in alphabetical order):**

- **Key Mechanical Services, Inc.**
- **Mechanical Services of Central Florida, Inc.**
- **S.I. Goldman Company, Inc.**
- **SHAW Mechanical Services, LLC\***
- **Starr Mechanical, Inc.\***

\* The PSC's shortlisting of these firms are subject to resolution of the following discrepancies:

- SHAW Mechanical Services, LLC: Proposer provided bonding that is for its parent company, Stark Holdings America, Inc. Proposer must provide the following:
  - o Discussion on how the parent company bonding would be structured, during interview.
- Starr Mechanical, Inc.: Proposer provided a letter for insurance coverage that umbrella limits could be increased, but no Certificate of Insurance was provided. Proposer must provide the following:
  - o Provide current umbrella liability insurance coverage, either by means of an existing policy or other verifiable proof (agent/broker commitment letter).

Boards and electronic devices are permitted, though not required. Be prepared to provide a copy of the presentation on a flash drive. Handouts are acceptable and if provided, please bring a minimum of ten copies. The boardroom will be available 5 minutes prior to each firm's scheduled interview time for presentation set-up. Each firm will be provided 25 minutes for the introduction/interview process. Each firm will have up to 10 minutes to make its introduction/presentation to the PSC, following which the PSC will conduct a 15 minute question and answer session. Each firm must be represented by its proposed project manager and principal representative of the firm.

**ADJOURNMENT**

2. There being no further business for discussion, the meeting was adjourned at 2:17 p.m.

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Stanley J. Thornton, Chair  
Professional Services Committee  
Chief Operating Officer

On **TUESDAY, MARCH 10, 2020**, the **PROFESSIONAL SERVICES COMMITTEE** of the Greater Orlando Aviation Authority met at the GOAA Annex Building, 1<sup>st</sup> Floor Conference Rooms (Apollo/Gemini/Taurus), 5855 Cargo Road, Orlando, FL 32827. Chair Thornton called the meeting to order at 9:15 a.m. The meeting was posted in accordance with Florida Statutes and a quorum was present.

Committee Members present:

Stanley J. Thornton, Chair  
Davin Ruohomaki, Senior Director of Planning, Engineering, and Construction  
Gary Hunt, Director of Maintenance  
Mike Patterson, Director of Construction  
Pam L'Heureux, Director of Finance

Also present:

Kathleen Sharman, GOAA Chief Financial Officer  
Tom Draper, GOAA Senior Director of Airport Operations  
Karen Ryan, Legal Counsel (Nelson Mullins Broad & Cassel)  
Mark Birkebak, GOAA Engineering  
Marie Dennis, GOAA Finance  
Pete Pelletier, GOAA Information Technology  
Debbie McKeown, GOAA Project Controls (*Transcription Secretary*)  
Davi Nicholson, GOAA Finance  
Kathy Anderson, GOAA Contracts & Grants  
Larry Ell, GOAA Public Affairs  
Lennon Batchelor, GOAA Production  
Somdat Jiawan, GOAA Small Business  
Vendla Davermann, GOAA Finance  
Venus Hinds, GOAA Construction Finance  
Ejaz Ahmad, CMTS/Hanson JV  
Harris James, Toltec Construction  
Ishne Hobbs, CMTS Construction Management Services, LLC  
Ksenia Merck, K. Merck & Associates  
Michael Kurek, R. W. Block Consulting, Inc.  
Nadege Cadet, AECOM Technical Services, Inc.  
Teresa Andrecheck, AECOM Technical Services, Inc.  
Joanne Regidor, Recording Secretary

#### **LOBBYIST DISCLOSURE**

Parties present were reminded that 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 1st 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 website. Please contact the Director of Board Services with questions at (407) 825-2032.

## **ITEM 3**

(Professional Services Committee 05/26/2020)

**ANNOUNCEMENT**

Any appeals of decisions made by the Professional Services Committee (PSC) must be filed with the Chief Executive Officer within five business days (no later than 4:00 p.m. on the fifth business day) of the rendering of that decision.

**CONSIDERATION OF MEETING MINUTES OF OCTOBER 30, 2019 (WS136 PROPOSAL REVIEWS)**

1. *[Item Nos. 1, 2 and 3 were considered in one motion.]* Upon motion of Mr. Patterson, second by Mr. Hunt, vote carried to approve the PSC Minutes from the meeting on October 20, 2019, with minor typographical corrections provided by Legal Counsel.

**CONSIDERATION OF MEETING MINUTES OF JANUARY 16, 2020 (BP-045 SHORTLISTING)**

2. *[Item Nos. 1, 2 and 3 were considered in one motion.]* Upon motion of Mr. Patterson, second by Mr. Hunt, vote carried to approve the PSC Minutes from the meeting on January 16, 2020, as presented.

**CONSIDERATION OF MEETING MINUTES OF JANUARY 30, 2020 (BP-045 INTERVIEWS-RANKING)**

3. *[Item Nos. 1, 2 and 3 were considered in one motion.]* Upon motion of Mr. Patterson, second by Mr. Hunt, vote carried to approve the PSC Minutes from the meeting on January 30, 2020, as presented.

**ADJOURNMENT**

4. There being no further business for discussion, the meeting was adjourned at 9:16 a.m.

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Stanley J. Thornton, Chair  
Professional Services Committee  
Chief Operating Officer



On **TUESDAY, MARCH 24, 2020**, the **PROFESSIONAL SERVICES COMMITTEE** met in regular session telephonically with the meeting live streamed on You Tube (WWW.OrlandoAirports.net). Chairman Thornton called the meeting to order at 10:23 a.m. The meeting was posted in accordance with Florida Statutes with a quorum participating. *Office of the Governor, Executive Order Number 20-69*

Participating Committee members:

Stanley J. Thornton, Chairman  
Davin Ruohomaki, Senior Director of Planning, Engineering, and Construction  
Gary Hunt, Director of Maintenance  
Mike Patterson, Director of Construction

Also participating:

Karen Ryan, Legal Counsel (Nelson Mullins Broad & Cassel)  
Ian Brooks, GOAA IT  
Tara Ciaglia, Recording Secretary

#### **LOBBYIST DISCLOSURE**

Parties present were reminded that 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 1st 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 website. Please contact the Director of Board Services with questions at (407) 825-2032.

#### **COVID-19 ANNOUNCEMENT**

Due to the CDC guidelines and the order of Governor DeSantis, the Aviation Authority is adhering to a business distancing operational plan. Please note that all Professional Services Committee meetings from today until further notice will be held telephonically. If you would like to speak at the meeting on an agenda item being considered, please contact the Recording Secretary, Tara Ciaglia (tara.ciaglia@goaa.org -or- 407-825-4461) no less than 24 hours in advance of the meeting. Otherwise, the Professional Services Committee will be available via Live Stream at [www.orlandoairports.net](http://www.orlandoairports.net)

#### **ANNOUNCEMENT**

Any appeals of decisions made by the Professional Services Committee (PSC) must be filed with the Chief Executive Officer within five business days (no later than 4:00 p.m. on the fifth business day) of the rendering of that decision.

#### **CONSIDERATION OF MEETING MINUTES OF FEBRUARY 25, 2020 (VARIOUS ITEMS)**

1. Upon motion of Mr. Patterson, second by Mr. Hunt, vote carried to approve the PSC Minutes from the meeting on February 25, 2020, as presented.

#### **CONSIDERATION OF MEETING MINUTES OF MARCH 3, 2020 (VARIOUS ITEMS)**

2. Upon motion of Mr. Patterson, second by Mr. Hunt, vote carried to approve the PSC Minutes from the meeting on March 3, 2020, as presented.

## **ITEM 4**

(Professional Services Committee 05/26/2020)

**REQUEST FOR RECOMMENDATION OF APPROVAL TO THE CHIEF EXECUTIVE OFFICER OF AN AMENDMENT TO ADDENDUM NO. 9 TO THE INFORMATION TECHNOLOGY CONSULTING SERVICES AGREEMENT WITH BARICH, INC. FOR ADDITIONAL FISCAL YEAR (FY) 2020 ON-CALL INFORMATION TECHNOLOGY SUPPORT WORK PLAN CONSULTING SERVICES, AT THE ORLANDO INTERNATIONAL AIRPORT.**

3. *[A handout was presented, which includes a revised Memorandum and Supporting Documentation.]* Mr. Brooks presented the memorandum, dated March 24, 2020. On August 6, 2019, the Professional Services Committee approved Addendum No. 9 in the amount of \$30,000.00 to the above-referenced agreement. Since that time, it has been determined that Additional On-Call Information Technology Support Work Plan Consulting Services were needed as further described in the Consultant's proposal, dated February 12, 2020.

If approved, these services would be effective March 25, 2020

The Office of Small Business Development has determined that due to the specialized scope of the services to be provided, Barich, Inc. does not propose any small business participation on this Amendment. *[Subsequent to the Professional Services Committee meeting, the Office of Small Business Development submitted an OSBD Participation Memorandum to the Professional Services Committee.]*

Chairman Thornton stated that these services are necessary because of the AIDB System, but that the funds need to be monitored carefully, and that Barich, Inc. will need to be prudent with expenditures.

Upon motion of Mr. Patterson, second by Mr. Hunt, vote carried to recommend to the Chief Executive Officer approval of an Amendment to Addendum No. 9 to the Information Technology Consulting Services Agreement with Barich, Inc. for Additional FY 2020 On-Call Information Technology Support Work Plan Consulting Services, for the total not-to-exceed fee amount of \$35,000.00, with funding from previously-approved Operation and Maintenance Funds.

**ADJOURNMENT**

4. There being no further business for discussion, the meeting was adjourned at 10:27 a.m.

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Stanley J. Thornton, Chairman  
Professional Services Committee  
Chief Operating Officer



**GREATER ORLANDO AVIATION AUTHORITY**

Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399

**MEMORANDUM**

**TO:** Members of the Professional Services Committee

**FROM:** Neil Hahn, Hahn Integrated Systems, Inc.

**DATE:** May 26, 2020

**ITEM DESCRIPTION**

Recommendation to Permit Optional Re-testing by Shortlisting Proposers and to Re-issue Price Proposals for W401, Passive Optical Local Area Network Manufacturer, Procurement

**BACKGROUND**

On April 29, 2020, the Professional Services Committee (PSC) convened to interview and evaluate the shortlisted proposers for W401, Passive Optical Local Area Network Manufacturer (PON), procurement. During the interviews and evaluations, it was discussed that one of the proposers had a failure during the in-person product demonstration that it contended was not representative of its product performance; another proposer indicated that a last-minute determination by the executive leadership of its firm prevented participation in-person because of concerns for personnel in light of the ongoing COVID-19 pandemic. Since that time, the Aviation Authority has also been evaluating cost allocations among its various programs.

After interviews, evaluation by the PSC, and opening of price proposals, the PSC resolved to recommend a ranking of the three shortlisted proposers as follows:

**First: Tellabs Enterprise, Inc.**  
**Second: DASAN Zhone Solutions, Inc.**  
**Third: Corning Optical Communications**

After the PSC meeting, a letter was received on April 30, 2020, from DASAN Zhone Solutions, Inc. (DZS), directed to Chairman Thornton, a copy of this letter is attached to this memorandum. The Aviation Authority received confirmation from Mr. Rich Labonski of DZS that the letter did not constitute an appeal. By the letter, DZS reiterated the circumstances that prevented its attendance at the demonstration in person, highlighted some other concerns, and requested that the Aviation Authority offer a further round of demonstration to allow DZS to demonstrate its product.

The PON is a critical piece of Aviation Authority infrastructure for the South Terminal C Program, and the features and functionality of the equipment selected will bear on the performance of other systems. Two of the proposers have suggested that the product demonstration did not accurately reflect the performance of their equipment. One of the proposers, DZS, has requested another opportunity to adequately demonstrate its products' capabilities.

To address these concerns about the product demonstration, the PSC may offer an optional second demonstration to the interested shortlisted proposers, as follows:

1. The second demonstration would follow the same general format and procedures as the product demonstration during the week of March 30, 2020.
2. The second demonstration would be **optional**. The shortlisted proposers that choose to not participate in the second demonstration will have the results of the March 30, 2020, demonstration (the "first demonstration") carry forward for PSC consideration. Those shortlisted proposers that do not participate in the second demonstration will not be penalized solely because they do not participate. The shortlisted proposers that participate in the second demonstration will have their results considered on an equal footing with results from the first demonstration. The PSC will not ignore

**ITEM 5**

(Professional Services Committee 05/26/2020)

pertinent facts from any demonstration, and a further demonstration could show that a feature works that perhaps was not adequately shown in the first demonstration.

3. After completion of the second demonstration, Aviation Authority staff and consultants would prepare a report with observations and provide it to the shortlisted proposers in advance of the PSC's re-evaluation and ranking meeting.
4. The PSC would reconvene for interviews and evaluations, and re-rank on the basis of information previously received and on the basis of performance at the second demonstration.

In addition, the PSC may require the proposers to submit new price proposals. If the PSC chooses to take this step, it could re-configure the price proposal form to require proposers to incorporate service, maintenance, and warranty into unit prices; moreover, if the PSC chooses to take this step, it should be mandatory for all three shortlisted proposers to submit new price proposals, and the old proposals would not be considered by the Aviation Authority. New price proposals would offer the following benefits:

1. Prices would be more easily scaled. The existing form treated service, maintenance, warranty, and training as separate line items that are not easily scaled to the equipment purchased. As the Aviation Authority has re-configured its programs, including aspects of the South Terminal C Program, it may benefit the Aviation Authority to require that service, maintenance, and warranty be included in the unit prices for the equipment to allow these items to scale appropriately with the actual amount of equipment purchased.
2. Requiring new pricing follows the traditional model for best value procurements. In best value procurements, the PSC does not know or consider pricing when evaluating the qualitative non-price factors. Requiring new price proposals would allow for the PSC to have another price opening after re-ranking the shortlisted proposers on the basis of the non-price factors.

These new procedures, along with a proposed new pricing form, are set out in a proposed addendum attached to this Memorandum.

#### **ISSUES**

The PSC must determine whether to move forward with its ranking at the April 29, 2020, meeting, or whether to permit the shortlisted proposers the option to participate in an optional second demonstration of their equipment; if the PSC resolves to allow a second demonstration, the PSC must decide whether to require shortlisted proposers to submit a new price proposal.

#### **ALTERNATIVES**

The PSC may decide not to allow a second demonstration or new price proposals, and the PSC would submit the recommended ranking from the April 29, 2020, PSC meeting to the Aviation Authority Board for its consideration.

#### **FISCAL IMPACT**

If the PSC resolves to allow a second demonstration, it could cost the Aviation Authority in excess of \$60,000 in consultant expenses, along with staff time not accounted for, and could delay delivery of the South Terminal C Program by six months, owing to the critical nature of this equipment. If the PSC resolves not to allow a second demonstration, the Aviation Authority will move forward with the recommendation from the April 29, 2020, PSC meeting.

#### **RECOMMENDED ACTION**

It is respectfully requested that the Professional Services Committee resolve to: (1) re-consider its recommended ranking of the shortlisted proposers for the W401, Passive Optical Local Area Network Manufacturer (PON) procurement given at the April 29, 2020, PSC meeting; (2) direct Aviation Authority staff to issue appropriate addenda to the W401 PON procurement as described in this Memorandum by (a) scheduling an optional second product demonstration for interested shortlisted proposers, and (b) requiring shortlisted proposers to submit new price proposals; and, (3) schedule another meeting of the Professional Services Committee to re-interview, re-evaluate, and re-rank the shortlisted proposers on the same basis as before, along with the benefit of the optional second product demonstration and the new price proposals (the old price proposals would be disregarded).

**AMENDED QUOTATION FORM  
(ENVELOPE B PRICE PROPOSAL)  
GREATER ORLANDO AVIATION AUTHORITY  
PASSIVE OPTICAL LOCAL AREA NETWORK MANUFACTURER (W401)  
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS**

**NOTE: THIS IS NOT AN ORDER**

**IMPORTANT: ENTER INFORMATION ON THE AMENDED QUOTATION FORM PROVIDED; DO NOT RETYPE OR REFORMAT FORM**

**Proposer:** \_\_\_\_\_ (“Proposer”)

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Attn.:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

The undersigned Proposer hereby certifies the following: (1) it has accurately identified all persons required by the applicable signature block; (2) this Proposal is fair, in all respects, and made in good faith, without collusion or fraud; (3) no officer, employee or agent of the Aviation Authority and no spouse or child of an officer or employee of the Aviation Authority, has, or will have during the performance of the Contract, any material interest in the business of the Proposer, and (4) Proposer has no knowledge of any potential conflict of interest.

The Proposer further represents that it has examined the procurement documents and informed itself fully in regard to all conditions pertaining to the contents thereof including the items and services to be provided, and other Proposal Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Proposals, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the items and services to be performed, including the conditions to be encountered.

A Proposal may be rejected if it contains any qualifications, exceptions, objections or any modification whatsoever to the Proposal Documents that have not been authorized by an Addendum.

Acknowledgment is hereby made of receipt of all Addenda issued by the Aviation Authority and received since issuance of the Plans and Specifications through to the signature date of this Amended Quotation Form (Envelope B Price Proposal).

## **PUBLIC ENTITY CRIMES ACT**

The Proposer represents that it is not precluded from submitting a proposal under Section 287.133(2)(a), which provides as follows: “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 proposal, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a proposal, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **SCRUTINIZED COMPANY CERTIFICATION**

The Proposer hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes, section 287.135, as amended.

Aviation Authority may terminate any Agreement for cause and without the opportunity to cure if the Proposer is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In the event any Agreement is for One-Million Dollars (\$1,000,000.00) or more, the Aviation Authority may terminate any Agreement for cause and without the opportunity to cure if the Proposer is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

## **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving” (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

The Contractor must promote and conduct workplace safety initiatives for employees and other work personnel in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and,

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Contractor must insert this “Texting When Driving” language in each third party subcontract involved on this project.

FOR ALL WORK REQUIRED IN ACCORDANCE WITH THE APPLICABLE PROPOSAL DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS:

### **QUOTATION**

Proposer proposes prices for each item of materials/items/parts/equipment and training listed in **Attachment A**; Proposer also quotes the percentage-off MSRP discount shown in **Attachment A** for all of Proposer’s products and product lines. For the avoidance of doubt, on a product-by-product basis, Proposer quotes the lower of (i) the unit price for a product listed in **Attachment A**, and (ii) the MSRP price of a product after reduction by the percentage-off MSRP discount shown in **Attachment A**. Proposer shall fulfill all purchase orders using the quoted unit prices and the percentage-off MSRP discount for three (3) years after October 1, 2019; the percentage-off MSRP discount shall apply to **all** of Proposer’s products and product lines for the three (3) year period, regardless of whether all products or product lines are listed in **Attachment A**. The listed quantity is an estimate only; any variance in quantity shall not affect any unit price, and the Aviation Authority shall have no obligation to issue a purchase order for any product or service.

The unit prices for the products listed in **Attachment A** and the MSRP price of a product after reduction by the percentage-off MSRP discount shown in **Attachment A** shall be inclusive of all costs associated with delivery to the Aviation Authority’s project site on Aviation Authority property (whether at Orlando International Airport or Orlando Executive Airport).

The unit prices for the products listed in **Attachment A** and the MSRP price of a product after reduction by the percentage-off MSRP discount shown in **Attachment A** shall be for products that are new, unused, of current year model, and that are fully supported by the minimum requirements for maintenance, updates, warranty, and service, below. The unit prices for products listed in Section 1 of **Attachment A** are inclusive of ongoing/recurring software upgrades, updates, warranty period, and service agreement, and shall be inclusive of all costs and expenses to provide the services described in Paragraphs 1 through 3 below. The lump sum price for user training listed in Section 2 of **Attachment A** shall be inclusive of all costs and expenses to provide the training described in Paragraph 4 below.

1. All products purchased by the Aviation Authority from Proposer shall be subject to a three (3) year warranty to be free from any defects in design, material, or workmanship (latent or otherwise) and of good and merchantable quality and fit for the Aviation Authority’s intended use; this warranty shall also include hardware maintenance and repairs due to factory defects, equipment failure, or module/component obsolescence,

as well as all firmware updates in a format reasonably acceptable to the Aviation Authority.

2. Proposer shall, at no additional cost to the Aviation Authority, maintain the software of all products purchased by the Aviation Authority from Proposer at the most current version/revision for a period of three (3) years after delivery; this shall include all security patches, updates, bug fixes, service packs, major and minor version upgrades, and so forth (collectively, and without limitation, “Updates”); all updates shall be provided to the Aviation Authority (in a format reasonably acceptable to the Aviation Authority) within fourteen days after release.
3. Proposer shall provide service, as follows:
  - a. 24x7x365 Technical Phone Support according to the following schedule and incident designations. Incident level designations shall be determined by the Aviation Authority at the time of the incident:
    - i. **Level 1:** The Passive Optical Local Area Network (“POL”) is down on a system-wide basis or there is an otherwise critical impact to Airport operations. Call back from support engineer within 30 minutes of support ticket creation required.
    - ii. **Level 2:** The POL’s operation is severely degraded or otherwise significantly impacting Airport operations. Call back from support engineer within 1 hour of support ticket creation required.
    - iii. **Level 3:** The POL’s operation is impaired, however most Airport operations are functional. Call back from support engineer within 2 hours after support ticket creation required.
    - iv. **Level 4:** Assistance is required regarding the POL’s configuration or operation. There is little to no impact on Airport operations. Call back from support engineer within 24 hours after support ticket creation required.
  - b. 24x7x365 On-Site Support according to the following schedule and incident designations. On-site response shall consist of a qualified technician reporting to the Airport site equipped with the tools and spare parts necessary to correct or repair the POL failure. Incident designations shall be determined by the Aviation Authority at the time of the incident:
    - i. **Level 1:** The POL is down on a system-wide basis or there is an otherwise critical impact to Airport operations. On-site response required within 4 hours after support ticket creation required.



- ii. **Level 2:** The POL's operation is severely degraded or otherwise significantly impacting Airport operations. On-site response required within 8 hours after support ticket creation required.
    - iii. **Level 3:** The POL's operation is impaired, however with most Airport operations are functional. On-site response required within 24 hours after support ticket creation required.
    - iv. **Level 4:** Assistance is required regarding the POL's configuration or operation. There is little to no impact on Airport operations. Call back from support engineer within 24 hours after support ticket creation required, with on-site response as needed.
  - c. Advance equipment replacement with minimum next-business-day delivery for optical network terminals and associated power supply equipment.
  - d. Same-day advance equipment replacement with 4-hour delivery for optical line terminal and associated line cards and power supplies. Local spares shall be available and in stock in order to meet this requirement.
  - e. **LIQUIDATED DAMAGES:** For Level 1, 2 or 3 incident designations, and the replacements described in part d., above, if the Proposer fails to respond in the manner required and within the time required, the Aviation Authority may assess, and the Proposer shall pay within thirty (30) days after assessment, liquidated damages in the amount of one hundred dollars (\$100.00) per hour for each hour of the Proposer's delayed response. For Level 4 incident designations, if the Proposer fails to respond in the manner required and within the time required, the Aviation Authority may assess, and the Proposer shall pay within thirty (30) days after assessment, liquidated damages in the amount of fifty dollars (\$50.00) per hour for each hour of the Proposer's delayed response. Proposer understands and acknowledges that time is of the essence in the performance of the services above, and any unexcused delay in completion may impact the Aviation Authority, and any delays in completion of the Work will cause damages, including, without limitation, time and cost impacts, loss of use, personnel and overtime costs, lost revenue, and other damages and expenses. Given the extreme difficulty and impracticability of ascertaining in advance or at the time of impact what the daily impacts of delay may be, and in order to provide the parties contractual certainty, the parties have agreed to liquidate damages for inexcusable delay events as set forth above. Liquidated damages hereunder compensate the Aviation Authority only for those expenses of delay in receiving support; these liquidated damages are exclusive of all other damages and claims (including, without limitation, for defects in the Proposer's product), all of which are expressly reserved by the Aviation Authority.
4. Proposer shall, upon issuance of a purchase order for user training, coordinate and provide the user training described in Proposer's technical proposal, with at least the

following minimum requirements (the Proposer shall provide the greater of what is specified in its technical proposal, and what is set out below):

- a. The Proposer shall provide an appropriate training area equipped with all required equipment. The location of the training area shall be coordinated with the Aviation Authority; the dates of the training shall also be coordinated with the Aviation Authority. The Proposer's training obligation shall include two complete rounds of training with three (3) Aviation Authority staff (whether actually employed or independent contractors; the term "staff" is used collectively to refer to all such individuals) members attending each round.
- b. The Proposer shall provide all travel, food and lodging for Aviation Authority staff for the full duration of the training.
- c. The Proposer shall generate printed and electronic training manuals specific to the POL equipment to be installed at Orlando International Airport.
- d. Training shall be conducted by experienced and factory authorized personnel and supported by training aids. An adequate number and amount of training material shall be provided by the Proposer. The following is considered a minimum.
  - i. Functional flow-charts, network block diagrams, and descriptive material for all software;
  - ii. All procedure manuals, specification manuals, and operating manuals;
- e. The Proposer shall provide to each training participant individual copies of technical manuals and pertinent documentation at the time the course is conducted. The courses shall be scheduled such that Aviation Authority personnel can participate in all courses (no overlap).
- f. The Proposer shall provide a final course schedule and syllabus for each course to be conducted for Aviation Authority personnel and submitted for review at least four (4) weeks prior to the scheduled date of the course commencement. Each course outline shall include, in addition to the subject matter, a short review of the prerequisite subjects (where appropriate); how this course fits into the overall training program; the objective; the standards of evaluation; and any other topics that will enhance the training environment.
- g. The Proposer shall provide detailed video recordings in high quality digitally formatted media of all demonstration and training of all systems and system operations.
- h. Utilize remote microphones as may be required to ensure high quality audio of the recorded demonstrations.

- i. Permanently and professionally label all recorded materials and provide self-sealing plastic cases for each training session.

THE TERMS AND CONDITIONS SET FORTH IN THIS QUOTATION AND THE ATTACHED “TERMS AND CONDITIONS OF PURCHASE” DATED OCTOBER 18, 2017 SHALL APPLY TO AND BE EXPRESSLY INCORPORATED INTO ANY RESULTING PURCHASE ORDER (THE TERMS AND CONDITIONS ABOVE CONTROL OVER CONFLICTING TERMS AND CONDITIONS IN THE OCTOBER 18, 2017 DOCUMENT).

QUOTED BY:

\_\_\_\_\_  
(Printed Firm Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email)

***(If Proposer is a corporation, complete this signature block)***

Fill in the name of the corporation, followed by the signature of the officer signing on behalf of the corporation, name and officer's title and Secretary attestation.

The below Corporation is organized and existing under the laws of the State of \_\_\_\_\_, authorized by law to make this proposal and perform all work and furnish materials and equipment required under the Contract Documents, and is authorized to do business in the State of Florida.

Federal ID # \_\_\_\_\_ (Name of Corporation)

Phone: \_\_\_\_\_ By: \_\_\_\_\_  
 (Signature of Corporate Officer)

Fax: \_\_\_\_\_ Name: \_\_\_\_\_  
 (Please print legibly or type)

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

(Affix Corporate Seal) Attest: \_\_\_\_\_ (Secretary)

The full name, address and title of every Officer of the Corporation (including the President, Vice President, Secretary, and Treasurer) is as follows (attach additional pages if necessary):

Name	Address	Title

**(If Proposer is a LLC, complete this signature block)**

Fill in the name of the limited liability company, followed by the signature and printed name of the Manager who is authorized to sign on behalf of the LLC.

The below LLC is organized and existing under the laws of the State of \_\_\_\_\_, authorized by law to make this proposal and perform all work and furnish materials and equipment required under the Contract Documents, and is authorized to do business in the State of Florida.

Federal ID # \_\_\_\_\_  
 \_\_\_\_\_  
 (Name of Limited Liability Company)

Phone: \_\_\_\_\_ By: \_\_\_\_\_  
 (Signature of Manager)

Fax: \_\_\_\_\_ Name: \_\_\_\_\_  
 (Please print legibly or type)

Date: \_\_\_\_\_

Address of LLC: \_\_\_\_\_

(Affix Corporate Seal) Attest: \_\_\_\_\_  
 (Secretary)

The full name and address and title of every Member and Manager are as follows (attach additional pages if necessary):

Name	Address	Title

Name	Address	Title

Name	Address	Title

Name	Address	Title

***(If Proposer is a joint venture or partnership, complete this signature block)***

Fill in name of joint venture or partnership, followed by the signature of each partner of the joint venture or partnership. By signing below, each partner of the joint venture or partnership acknowledges and agrees that the partner is jointly and severally liable for all obligations of the joint venture or partnership pursuant to the Contract (attach additional pages if necessary).

Name of joint venture or partnership: \_\_\_\_\_

Federal ID#: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

By: \_\_\_\_\_ Federal ID#: \_\_\_\_\_  
(Signature of Partner)

Name: \_\_\_\_\_  
(Please print legibly or type)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

By: \_\_\_\_\_ Federal ID#: \_\_\_\_\_  
(Signature of Partner)

Name: \_\_\_\_\_  
(Please print legibly or type)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_







**SECTION 2 TRAINING:**

TOTAL PRICE TRAINING: \$ \_\_\_\_\_

WRITTEN WORDS TOTAL PRICE TRAINING:  
\_\_\_\_\_

**TOTAL PRICE FOR SECTIONS 1 AND 2:**

TOTAL PRICE FOR SECTIONS 1 AND 2: \$ \_\_\_\_\_

WRITTEN WORDS TOTAL PRICE FOR SECTION 1 AND 2:  
\_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email)





**SECTION 2 ALTERNATE TRAINING:**

TOTAL PRICE TRAINING: \$ \_\_\_\_\_

WRITTEN WORDS TOTAL PRICE TRAINING:  
\_\_\_\_\_

**TOTAL PRICE FOR ALTERNATE SECTIONS 1 AND 2:**

TOTAL PRICE FOR SECTIONS 1 AND 2: \$ \_\_\_\_\_

WRITTEN WORDS TOTAL PRICE FOR SECTIONS 1 AND 2:  
\_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email)



**GREATER ORLANDO AVIATION AUTHORITY  
REQUEST FOR PROPOSALS  
FOR PASSIVE OPTICAL LOCAL AREA NETWORK MANUFACTURER  
(W401)**

**ADDENDUM 26**

May 27, 2020

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The Professional Services Committee (PSC) has directed Aviation Authority staff to conduct voluntary second product demonstrations of the shortlisted Proposers' test articles (sample equipment). The Aviation Authority anticipates product demonstration re-testing will take place mid to late June 2020. The PSC has also directed that Price Proposals be resubmitted on the Amended Quotation Form, and the previously-submitted Price Proposals (that is, each Proposer's previously-submitted Envelope B) will not be considered. Submission of a new Price Proposal is **mandatory** for all shortlisted Proposers.

The format of and procedures for this voluntary second product demonstration testing will be the same as the product demonstration conducted the week of March 30, 2020, except as modified by this and subsequent Addenda. Important procedural notes concerning this voluntary second product demonstration are as follows:

1. Participation in this second product demonstration is strictly optional for all shortlisted Proposers. The Proposers that do not participate in the second demonstration will have the results from the demonstrations of the week of March 30, 2020, (the "first demonstration") carry forward for PSC consideration. Proposers that do not participate in the second demonstration will not be penalized solely because they did not participate. Proposers that participate in the second demonstration will have their results considered on an equal footing with results from the first demonstration. While the PSC will not ignore pertinent facts from any demonstration, a further demonstration could, for example, show that a feature works that perhaps was not adequately shown in the first demonstration.
2. Proposers shall notify the Aviation Authority whether they intend to participate in the second demonstration by the deadline below.
3. After completion of the second demonstration, Aviation Authority staff and consultants will prepare a report with observations and provide it to the Proposers in advance of the PSC's evaluation and ranking meeting.

4. The PSC will reconvene for interviews and evaluations, and re-rank Proposers on the basis of information previously received and on the basis of performance at the second demonstration in accordance with the previously-described best value evaluation process. After the PSC issues rankings on the non-price factors, the PSC will open the new Price Proposals (i.e., the new Envelope B).

<b>TENTATIVE PROCUREMENT SCHEDULE</b> <b>(all times are Eastern Time)</b>	
Friday May 29, 2020 5:00pm	Deadline to submit written questions as to issues raised by this Addendum. Submit questions to: <a href="mailto:W401LANtech@goaa.org">W401LANtech@goaa.org</a>
Wednesday June 3, 2020 5:00pm	Deadline to notify the Aviation Authority whether Proposer intends to participate in the voluntary second product demonstration to: <a href="mailto:W401LANtech@goaa.org">W401LANtech@goaa.org</a>
TBD Wed before testing week	<p>Deadline for delivery of test articles to: Greater Orlando Aviation Authority Attn: Dave Fortunato @ HISC W401 POLAN Testing Item 7401 Dowden Rd. Orlando FL 32827</p> <p>Deadline to provide delivery information for each container shipped (see Addendum 18 for specifics) to: <a href="mailto:W401LANtech@goaa.org">W401LANtech@goaa.org</a></p> <p>Deadline to provide all states in which Proposer in-person representatives will travel through enroute to attend the voluntary second product demonstration to: <a href="mailto:W401LANtech@goaa.org">W401LANtech@goaa.org</a></p> <p>Deadline to provide summary of method and manner in which remote representatives will seek to interactive with the tested equipment (see Addendum 18 for specifics) to: <a href="mailto:W401LANtech@goaa.org">W401LANtech@goaa.org</a></p> <p>Deadline to provide all power/plug-in requirements and equipment matrix to: <a href="mailto:W401LANtech@goaa.org">W401LANtech@goaa.org</a></p> <p>Deadline to provide all email addresses for those who should receive the GoToMeeting invites from the Aviation Authority for the GoToMeeting connectivity session prior to the product demonstration re-testing to: <a href="mailto:W401LANtech@goaa.org">W401LANtech@goaa.org</a></p>
TBD Friday before testing week	GoToMeeting for logistics Q&A to prepare for voluntary second product demonstration: Link and phone # TBD

**TENTATIVE PROCUREMENT SCHEDULE**  
**(all times are Eastern Time)**

<b>TBD</b> Mon – Fri week	<p>Voluntary second product demonstration (including set-up and breakdown) – see specific table below</p> <p>LOCATION OF PRODUCT DEMONSTRATION:  Greater Orlando Aviation Authority  HBJ warehouse  7401 Dowden Rd.  Orlando, FL 32827</p>
<b>TBD</b> 2 days before PSC	<p>Deadline to email copy of the PSC presentation in PDF PowerPoint format to:  <a href="mailto:W401LANtech@goaa.org">W401LANtech@goaa.org</a></p>
<b>TBD</b> 90 mins before PSC	<p>Delivery of Amended Quotation Form (Envelope B Price Proposal Deadline), including all attachments (via private box.com link previously used for Price Proposals submitted on April 29, 2020) to:  <a href="mailto:W401LANtech@goaa.org">W401LANtech@goaa.org</a>  <b>IMPORTANT:</b> The other requirements concerning delivery of the Envelope B Price Proposals apply (as set forth in previous Addenda).</p>
<b>TBD</b>	<p>PSC Rankings (interviews), Presentation and Price Proposal Opening (via public link and private GoToMeeting)</p>
<b>TBD</b>	<p>GOAA Board Meeting (via public link)</p>

**VOLUNTARY SECOND PRODUCT DEMONSTRATION SETUP AND TESTING WINDOWS**  
**(SUBJECT TO CHANGE BASED ON PARTICIPATION)**

<b>Proposer</b>	<b>Equipment Setup Window</b> (HBJ Warehouse available all day)	<b>Equipment Testing Window</b> (dates and times subject to change based on # of Proposer participation)	<b>Equipment Breakdown</b>
<b>Corning</b> (if applicable)	<b>TBD</b> beginning at 9am ending at 5pm	<b>TBD</b> 8:30am (GoToMeeting connectivity window) beginning at 9am ending at 12 noon	<b>TBD</b> beginning at 1pm
<b>DASAN</b> (if applicable)	<b>TBD</b> beginning at 9am ending at 5pm	<b>TBD</b> 1:00pm (GoToMeeting connectivity window) beginning at 1:30pm (EST) ending at 4:30pm (EST)	<b>TBD</b> beginning at 1pm

<b>Tellabs</b> (if applicable)	<b>TBD</b> beginning at 9am ending at 5pm	<b>TBD</b> 8:30am (GoToMeeting connectivity window) beginning at 9am ending at 12 noon	<b>TBD</b> beginning at 1pm
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**ADDITIONAL INFORMATION**

1. The Aviation Authority reserves the right to release via Addendum, an updated Setup of VLANS for PON Testing Scenarios.
2. The Aviation Authority will consider the Proposers' Envelope A documents on file; no updates to Envelope A are requested at this time. For the purposes of completing the Amended Quotation Forms, each Proposer shall utilize its Bill of Materials from its operative Envelope A.
3. **Paragraph 3.3 on Page 6 of Addendum 05 (and Paragraph 4 of Addendum 23) is clarified as follows:** Price Category ranking will be assigned on the basis of Total Price for Sections 1 and 2, as set out on Page 13 of the Amended Quotation Form (Envelope B Price Proposal), which price is calculated for equipment and services as described in the Amended Quotation Form. This methodology for Price Category ranking shall supersede anything to the contrary in the proposal documents in that category.
4. The last paragraph on Page 7 of Addendum 05, beginning with the language "In the event there is a tie . . ." is replaced with the following underlined language: In the event there is a tie in the Combined Rank, the Proposer with the lowest sum of the Qualifications and Product/Capabilities Categories (i.e., the lowest Combined Rank excluding/subtracting the Price category) shall be recommended over the other tied Proposer; if after that procedure, there remains a tie (that is, a tie in the sum of the Qualifications and Product/Capabilities Categories), then the Proposer with the lowest rank in the Product/Capabilities Category shall be recommended over the other tied Proposer. In the event none of the Envelope B Price Proposals are within the budget, the PSC may, in its sole discretion, recommend the Aviation Authority Board authorize staff to negotiate with the entity with the lowest combined ranking on the Qualifications and Product/Capabilities Categories.

**END OF ADDENDUM NO. 26 (W401)**



Dear GOAA PSC Team,

We would like to take this opportunity to express our appreciation for your thoughtful consideration and professionalism throughout the W401 procurement. Additionally, we would like to keep the lines of communication open should you require any further information or have more questions.

There are two points of discussion that came up during the PSC meeting that we would like to raise for further consideration:

- 1) Despite the Chairman's remarks that "not attending the demonstration in person due to the pandemic" should not be held against us, it seems to be the differentiating factor in a close competitive procurement. There are 5 specific test items under the Miscellaneous Setup Test that we were scored as "Not Meeting the Requirement": Video File Transfer, VoIP, CUS System, IPTV, CCTV. Respectfully, these items are standard for all vendors and provide zero differentiation between solutions. The categorization as it stands **only** reflects the fact that we were not on-site in person for these tests and not any technical deficiency. If these items were stipulated, then DZS would meet the 2<sup>nd</sup> highest number of technical requirements.
- 2) The second item relates to the comment of using local distributors. During the interview process we were asked if the contract would be directly with us. The RFP (including the Q&A) made it clear that GOAA desires a direct contractual relationship and we are comfortable with that. However, we would like to go on the record with the PSC that most of our business is done through the channel and that we have strong relationships with several local distributors in the Orlando market. In fact, we brought this point up early in the RFP during one of the pre-bid conferences.

Our decision to not attend the demonstration in person was quite difficult and we deliberated internally the entire week prior to setup. We had local staff that were prepared to facilitate the work. However, the Covid-19 situation worsened the entire month of March, going from daily new cases in the low hundreds to over 60,000 new cases per day, with reports of flocks of New Yorkers migrating to FL. Ultimately, our decision was based out of an abundance of caution for our staff, GOAA staff and consultants, and all the frontline healthcare workers trying to care for patients.

The bottom line is that we have an outstanding product, from a great company, with highly talented individuals representing DZS. Unfortunately, we are the only solution that the GOAA staff did not get to see or work with firsthand. While this procurement has been challenging, with bumps and turns, GOAA has always been fair.

Not only did we ship equipment to St. Louis last fall, we also shipped it to Orlando in March. The equipment remains on a pallet at the test facility. We are 100% confident, that if we perform on-site test/demonstration, our technical evaluation will increase. As GOAA proceeds with the next steps in the procurement activities, we would like to reiterate our offer to perform the on-site in person demonstrations.

As always, we appreciate your consideration.

Sincerely,

*Rich Labonski*

Rich Labonski  
Dasan Zhone Solutions



## GREATER ORLANDO AVIATION AUTHORITY

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Orlando International Airport  
5850-B Cargo Road  
Orlando, Florida 32827-4399

### MEMORANDUM

To: Members of the Professional Services Committee

From: Somdat Jiawan, Manager, Small Business Programs (sj)

Date: April 07, 2020

Re: Request for Recommendation of Approval to the Chief Executive Officer of an Amendment to Addendum 9 to the Information Technology Consulting Services Agreement with Barich, Inc. for Additional FY20 On-Call Information Technology Support Work Plan Consulting Services at the Orlando International Airport.

Due to the specialized scope of the services to be provided, Barich, Inc. does not propose any small business participation on this Amendment.

Our analysis indicates that Barich, Inc. is eligible for award of the subject Amendment.

## ITEM 6

(Professional Services Committee 05/26/2020)

INFORMATION ITEM  
ORIGINAL PSC 03/24/2020, ITEM 3

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