



GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR PROPOSAL (RFP)

PROFESSIONAL SERVICES

25-128-RFP-PS

GENERAL COUNSEL SERVICES

Solicitation documents are available from the Greater Orlando Aviation Authority's Procurement Services Department's e-Procurement Platform:

<https://procurement.opengov.com/portal/goaa>

Search under Projects for: 25-128-RFP-PS General Counsel Services.

The Aviation Authority's Procurement Department has transitioned to a E-Procurement Platform, OpenGov. Solicitations are posted within OpenGov and electronic responses will be accepted via the e-Procurement Portal.

To get started, click [here](#) to sign up. You will receive an email to activate your account. For more information about how to register, please see our [help file here](#).

[Registration and Notification of Solicitations](#)

THERE IS NO COST FOR VENDORS TO REGISTER WITH OpenGov

Receiving Electronic Responses to Solicitations

To successfully submit a response to a Solicitation, Vendors are required to submit their electronic response via OpenGov - <https://procurement.opengov.com/portal/goaa>. Mailed, faxed, emailed, and hand delivered submissions will not be accepted. Responses will only be accepted via OpenGov. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

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Americans with Disabilities Act

The Greater Orlando Aviation Authority does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodations as provided for the Americans with Disabilities Act (ADA) or Section 86.26, Florida Statutes, should contact the Aviation Authority's ADA Coordinator at 407-825-2006 as soon as possible, at least one full business day prior to any scheduled meeting.

1.0 **GENERAL INFORMATION**

- a. The Greater Orlando Aviation Authority (Aviation Authority) is soliciting interested parties to retain an attorney or firm of attorneys or combination of thereof as a team hereinafter the referred to jointly as “Respondent” to serve in the capacity of General Counsel for the Aviation Authority at Orlando International Airport. The Respondent selected must be experienced in representing airports and other local governmental agencies.
- b. The Agreement period, if an Agreement is awarded following the solicitation process, will be for five (5) years, with the initial service to commence on or about **March 1, 2025**. The agreement between the successful Respondent and the Aviation Authority will be non-exclusive.
- c. The term maybe extended beyond five (5) years by mutual agreement of the selected General Counsel and the Aviation Authority Board.

1.1 **Tentative Schedule**

Release Date:	October 8, 2024
Deadline for submission of questions:	October 18, 2024
Deadline for release Addendum:	October 29, 2024
Deadline for return of Response:	November 12, 2024
Ad-Hoc Committee:	December 11, 2024
Interviews the Firms, if needed:	January 15, 2025
Recommendation to the Aviation Authority Board*:	February 19, 2025

The meetings of the Ad-Hoc Committee and Aviation Authority Board are public meetings, and meeting schedules are posted every week on the Aviation Authority website.

1.2 **Intent and Purpose**

It is the intent of the Aviation Authority that a Respondent will provide the services specified in the Scope of Services detailed in Section 2.0. The Aviation Authority intends to select the Respondent that it deems to be the most highly qualified, responsible, and responsive to the Aviation Authority to perform the required services after considering the proposal in its exclusive discretion.

1.3 **Solicitation Information**

- a. Sealed electronic responses will be received for this Solicitation through the Greater Orlando Aviation Authority e-Procurement Portal (Portal) located at <https://procurement.opengov.com/portal/goaa>. By way of the Portal, responses will be locked and digitally encrypted until the submission deadline passes.

- b. **Responses submitted by hard copy, e-mail, telephone or fax shall not be accepted. Responses submitted outside of the designated electronic submission Portal shall be rejected as non-responsive regardless of where received.**
- c. **The Aviation Authority shall not be responsible for delays caused by any occurrence, including a technology issue. Any late response will not be accepted.**
- d. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any response.
- e. Respondents shall not be allowed to modify their responses after the opening time and date. Responses may be examined thirty (30) days after the Solicitation opening or upon recommendation for award, whichever occurs first.

1.4 Submitting Questions and Receiving Responses

Respondents shall submit all inquiries regarding this Solicitation via the e-Procurement Portal, <https://procurement.opengov.com/portal/goaa>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Aviation Authority e-Procurement Platform. Respondents **may also click “Follow” on this Solicitation to receive an email notification when answers are posted.** It is the responsibility of the Respondent to check the website for answers to inquiries.

- a. If the Purchasing Department determines that it is necessary to change the dates or times prior to the due date, the change will be announced and posted on the e-Procurement Portal.
- b. All prospective Respondents shall thoroughly examine and become familiar with the Solicitation package and carefully note the items, which must be submitted with the Solicitation as detailed in **Section 4, Response Submittals**.
- c. Submission of a Response shall constitute an acknowledgment that the Respondent has read and understands the Solicitation Documents. The failure or neglect of a Respondent to receive or examine any Solicitation Document shall in no way relieve it from any obligations under its Response or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the engagement or the scope of work.
- d. Unless otherwise noted, Respondents shall submit *one Response only*.

1.5 Communications; Questions Regarding Specifications or Response Process

- a. All communication and contact regarding this solicitation shall be made via the e-Procurement Portal, <https://procurement.opengov.com/portal/goaa>.

- b. Any official communication from a Respondent during the Solicitation process should be submitted in writing to the Aviation Authority as directed during the Proposal process.
- c. In accordance with the Aviation Authority policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Respondent or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.6 Lobbying Statement

All Firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Response in accordance with Aviation Authority policy. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Agent). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request for Response; and written correspondence concerning Solicitation's may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Respondent in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Respondent during the Solicitation process must via the e-Procurement Platform as directed during the Solicitation process. A copy of the Aviation Authority Policies (Sections 180.01 and 180.03) are available on the Aviation Authority's website. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

1.7 Exceptions to Terms and Conditions within the Solicitation

If the Respondent desires to take exception(s) to any portion of the terms and conditions of this Solicitation, the exception(s) must be taken during the question and answer period, and response will be included in an Addendum. Exceptions noted within the response submittal will cause the response to be deemed non-responsive. Respondents shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.

1.8 Withdrawal of Responses

Firms may withdraw their Proposal until the beginning of the Ad Hoc Committee meeting at which the Proposers will be evaluated.

1.9 Waiver and/or Rejection of Irregular Request for Responses

The Aviation Authority reserves the right to waive informalities or irregularities in any Responses, to reject any or all Responses in whole or in part, with or without cause, and to accept that Response, if any, which in its judgment is deemed to be responsible and responsive, and in its sole discretion is deemed the most advantageous to the Aviation Authority to perform the required services after considering the evaluation criteria.

1.10 Notice of Intent to Award Agreement

Unless all Responses are rejected by the Aviation Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Responses to the responsible and responsive Respondent submitting the Response deemed to be most advantageous to the Aviation Authority, all factors being considered. For all procurements, the Aviation Authority reserves the right to reject any or all Responses and to cancel the procurement or to solicit new Responses.

The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Respondent to perform the required Services described herein. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

1.11 Public Meetings/Public Records

Please be aware that all meetings of the Aviation Authority's Board are public meetings and all documents submitted to the Aviation Authority as a part of or in connection with a Response may constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein.

1.12 Independent Firm Status & Compliance with the Immigration Reform & Control Act

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

1.13 Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses the obligation of the Aviation Authority's Board

members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Aviation Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts.

Please be aware that any violation of this policy by a Respondent and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Respondent to Respond on any Contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer.

1.14 Proprietary Information

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

1.15 Title VI List of Pertinent Nondiscrimination Acts And Authorities

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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2.0 SCOPE OF SERVICES

2.1 Scope of Services

The Respondent selected will be required to perform the following services:

- a. Provide advice and recommendations to the Aviation Authority and its Board regarding compliance with Florida's Sunshine and Public Records laws (F.S. 286.001 et seq. and 119.001 et seq.).
- b. Oversee the assignment of all legal matters to all outside counsel.
- c. Attend and provide advice and counsel as requested at the Aviation Authority's Board meetings, including as to matters of parliamentary procedure.
- d. Attend as requested or as necessary and provide oversight and coordination of the Aviation Authority's committee meetings, including meetings regarding establishing and reviewing board meeting agendas and reviewing input and updates from outside counsel on legal matters.
- e. Oversight of and recommendations related to claims and litigation involving the Aviation Authority or as to which the Aviation Authority is or is expected to be a party, but not including litigation active or pending prior to the commencement of this engagement.
- f. Undertake special projects and strategic initiatives as requested by the Aviation Authority.
- g. Any other matters and issues that may arise from time to time, as assigned by the Aviation Authority.

2.2 Transition Plan

The Respondent selected shall provide a proposed transition plan to assume the General Counsel responsibilities.

2.3 Schedule of Fees

The General Counsel Services rates will be set by the Aviation Authority.

2.4 Executed Engagement Letter to Constitute Entire Agreement.

In the event of an award, the engagement letter, substantially in the form attached as Exhibit "A" to this Solicitation, will constitute the entire agreement of the parties and will supersede any representations, commitments, conditions, or agreements made orally or in writing prior to execution of the engagement letter.

2.5 Non-Exclusive Services

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

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3.0 RESPONSE REQUIREMENTS

3.1 Respondent's Requirements

- a. The Respondent's proposed "Lead Attorney" (as defined herein) to provide General Counsel services for this RFP must be registered to conduct business in the State of Florida and be a member in good standing of The Florida Bar.
- b. The Respondent selected must be experienced in representing airports and other local governmental agencies.
- c. Respondents are instructed to submit information as required by Section 4.0 Response Submission Requirements.
- d. Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the Aviation Authority may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

3.2 Selection Process

- a. Responses to this solicitation will be evaluated by an Ad Hoc Committee based on all the required information per Section 4.0 Response Submission Requirements. The recommendation of the Ad Hoc Committee will be considered by the Aviation Authority Board for award.
- b. The Ad Hoc Committee will evaluate the responses and may, at its discretion, invite one or more of the Respondents that appear to be the most advantageous to the Aviation Authority to perform the requested services to present/interview with the Ad Hoc Committee.
- c. The Ad Hoc Committee may conduct a presentation and interview session with one or more Respondents after initial evaluation. Following presentations/interviews, or in the event Ad Hoc Committee determines that presentations/interviews are not necessary, the Ad Hoc Committee shall make a final ranking and select in order of preference, in order to make a recommendation to the Aviation Authority's Board, the responsible, responsive, and in its sole discretion, most advantageous to the Aviation Authority to perform the requested services.
- d. The Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The extent and scope of the Services, along with the fees for such services, will be subject to final approval by the Aviation Authority. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Respondent to perform the required Services

described herein. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

- e. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Respondent's past performance and may consider such information in its evaluation and selection of Respondents.
- f. The Aviation Authority reserves the right to waive any informality in the solicitations, to reject any or all solicitations, and to re-advertise or elect not to proceed with the services for any reason.
- g. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings. The meetings of the Ad Hoc Committee and Aviation Authority Board are public meetings.
- h. All parties desiring information regarding the award of the Contract may visit <https://orlandoairports.net>

3.3 Insurance Requirements

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

- a. **Commercial General Liability** insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and contractual liability for Firm's covenants, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence; and
- b. **Additional Insured Endorsement.** Such above referenced liability insurance shall name Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.
- c. **Workers' Compensation and Employer's Liability.** The following insurance shall apply to all of the Firm's employees who will be engaged on Authority property in the performances of Services in this Agreement: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than \$100,000 for each accident, \$100,000 for disease each employee and \$500,000 for disease policy limit. If the Firm is self-insured, the Firm shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations.

- d. **Professional Services / Errors & Omissions Liability Insurance.** Insurance covering the Firm for claims, losses and expenses resulting from wrongful acts or omissions committed in the performance of, or failure to perform, all Services under this Agreement with limits not less than Five Million Dollars (\$5,000,000) per claim.
- e. **Other Insurance Requirements.** The Firm agrees to the following as it relates to all above required insurance:
1. **Self-Insured Retention and Deductibles.** The Firm's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Firm's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Firm pay the deductible prior to its insurer's payment of the claim.
 2. Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.
 3. Insurance shall be carried with an insurance company or companies with a financial stability rating by A.M. Best of B+ VI or better and said policies shall be in a form acceptable to the Aviation Authority.
 4. Any liability insurance maintained by the Firm written on a claims-made form basis will maintain coverage for two (2) years to cover claims made after the Firm has concluded its services to the Aviation Authority.
 5. All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando.
 6. A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of contract or prior to any start of services, whichever comes first, and each renewal thereafter during the term of this Agreement and its renewal/extension. The Firm acknowledges that any acceptance of the Certificate of Insurance by the Aviation Authority does not waive any obligations herein this Agreement.

7. The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to the Aviation Authority Contracts. Firms who enter into a Contract with the Aviation Authority will be contacted directly by the third-party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Firm of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Firms will respond as directed in the introductory letter as well as any further instructions they may receive.
8. The Firm shall provide the Aviation Authority with immediate written notice of any adverse material change to the Firm's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Firm's self-insured retention and any non-renewal or cancellation of required insurance.
9. If any insurance coverage is canceled or reduced, the Firm shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If the Firm fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against the Firm, immediately terminate this Contract upon written notice to the firm.
10. The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Firm shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

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4.0 SUBMISSION REQUIREMENTS

Respondents interested shall submit their responses in PDF format via the e-Procurement Platform system. Once Respondents registered with OpenGov, Respondents' may submit their response securely before the solicitation deadline:

<https://procurement.opengov.com/portal/goaa>

By clicking the **PARTICIPATE BUTTON** under the solicitation, the response submitted will remain locked and inaccessible by the Aviation Authority until the solicitation deadline date and time.

4.1 Preparing Responses in Required Format

Tab 1 - Table of Contents

Please insert a table of contents and include navigational bookmarks to identify each sections of the Response to facilitate quick reference.

Tab 2 - General Respondent Information

- A. Provide a brief introduction of the Respondent's expertise, experience, history, and the resources directly available to perform the Scope of Services described in Section 2.1.
- B. Respondent must certify in writing with its Response that at a minimum, the proposed Lead Attorney is registered/qualified to do business in the State of Florida. Include a copy of such registration/qualification to the Aviation Authority with the submission.
- C. Provide the name of Respondent's attorney, or firms, or combination thereof to include:
 - 1. Name and complete contact information of lead attorney responsible for representation ("Lead Attorney").
 - 2. Type of organization or organizations (corporation, sole proprietor, partnership, other).
 - 3. Locations of all offices and dates established.
 - 4. Federal employer identification number.

Tab 3 - Respondent's Experience and Qualifications

A. Experience and Qualifications

Respondent shall provide a detailed description of the specialized experience and technical competence of the Respondent in representing airports and other local governmental agencies. The firm should highlight the ability to perform the Scope of Services identified in section 2.1 for governmental entities and airports.

B. References

Respondents' references should demonstrate that the Respondent and the key individuals have the experience required, and reasonably has the reputation to perform the Scope of Services. **References shall be able to validate the Respondent's capabilities and experience.** It is the Respondent's responsibility to provide references and information that most closely demonstrates their experience with organizations such as airports, counties, municipalities, developers, or universities of similar size, complexity, and risk exposure as the Aviation Authority.

1. Provide a minimum of three, but not more than five references of airport and governmental entities. At least one reference must be an airport. Respondent shall provide the following information for each reference:
 - a) Organization's Name
 - b) Address
 - c) Contact person
 - d) Telephone number and email address of contact person
 - e) Brief Description of the Scope of Services
 - f) Respondent's Role and Identify the Lead attorney
 - g) Date of Services/Status (current or past client)
2. The Respondent authorizes the Aviation Authority, its staff or Firms to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Respondent and its Engagement Team members.
3. Respondent bears full responsibility for naming references, which will respond to the Aviation Authority's reference checks. If the Respondent's references do not respond to the Aviation Authority's reference checks, the Respondent's evaluation will be adversely affected by non-responsive references.

C. Insurance

Please state whether the firm meets or does not meet each of the insurance thresholds identified in Section 3.3.

Tab 4 -Knowledge and Experience of Key Individuals and Team

A. Respondent shall demonstrate the specialized experience and technical competence of the key attorneys and support staff who will provide the requested services, including but not limited to the proposed Lead Attorney to serve as the appointed “General Counsel”. Knowledge, recent experience, and expertise of these key individuals and Lead Attorney with projects of similar type and complexity will be a material consideration.

1. Identify the Lead Attorney proposed to serve as the appointed “General Counsel”, highlighting their qualifications and experience and confirming membership in The Florida Bar.
2. Provide the names, qualifications, and experience of the team to be assigned to the representation, including an affirmative statement detailing which team members are members of The Florida Bar.
3. Provide biographies of team members to be assigned to this Solicitation.

Tab 5 – Transition Plan

The Respondent selected shall provide a proposed transition plan to assume the counsel responsibilities, as specified in Section 2.1

Tab 6 - Conflicts of Interest

Respondent shall disclose whether the Respondent and/or any members of the Respondent’s firm and proposed full team represented in any capacity, in the last three years, any entity which either has a contract, permit or lease with the Aviation Authority. Respondent shall further disclose whether the Respondent and/or any members of the Respondent’s firm and proposed full team represented, in the last three years, any entity which sought to have a contract, permit or lease with the Aviation Authority, including as a lobbyist. Disclose whether the Respondent and/or any members of the Respondent’s firm and proposed full team represent or have represented in the last three years any large-hub airports in the State of Florida and any airlines regarding their business relationships with those airports, including as a lobbyist. Disclose the name of each entity and explain when and how the Respondent or members of the firm and proposed full team represent or represented the entity.

Tab 7- Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services.

The Respondent acknowledges the following: Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13). Firm shall complete the attached Affidavit **Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services.**

Tab 8 Response Forms

The following Response Forms 1 and 3 shall be completed and signed by the Respondent's duly authorized representative. Please submit Respondent's W-9 with the submitted forms.

1. Conflict of Interest Disclosure Form

The award of this Contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Response the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the Aviation Authority.

Comments:

Acknowledged by:

Firm Name:

Signature of Authorized Representative:

Name and Title (Print or Type):

Date:

2. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

In addition, if this solicitation is for a Contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

3. Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services

Nongovernmental Entity's Name: _____

Nongovernmental Entity's FEIN: _____

Authorized Officer or Representative Name and Title: _____

Nongovernmental Entity's Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

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

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

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

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

By: _____
Authorized Officer or Representative for Nongovernmental Entity

Print Name and Title: _____

Date: _____

4. **Current W9**

Request for Taxpayer Identification Number and Certification ►

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

5. **EXHIBITS**

EXHIBIT A: Form of Engagement Letter

EXHIBIT B: Scope of Legal Services