

**PS-716**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**GENERAL COUNSEL SERVICES**

Issued By

Greater Orlando Aviation Authority  
June 2022

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I. **General Specifications.**

- A. **Introduction and Background.** The Greater Orlando Aviation Authority (“Authority”) seeks to retain an attorney or firm of attorneys to serve in the capacity of General Counsel to the Authority. It is the preference of the Authority that the individual or firm selected be experienced in representing airport owner/operators or other governmental agencies.
- B. **Engagement.** The firm’s engagement will be for a term of up to five (5) years. This engagement may be terminated by the Authority at the Authority’s discretion upon thirty (30) days written notice to the selected General Counsel. The term may be extended beyond five (5) years by mutual agreement of the selected General Counsel and the Authority.
- C. **Costs of Replying to RFP.** The Authority shall not be liable for any cost incurred by proposers in replying to this Request for Proposals, or if interviewed, their presentation costs.
- D. **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 RFP, 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.

II. **Services of General Counsel.**

The attorney or firm of attorneys selected will be required to perform the following services:

- A. Provide advice and recommendations to the Authority and its Board regarding procedures and law, including Florida’s Sunshine and Public Records laws (F.S. 286.001 *et seq.* and 119.001 *et seq.*).
- B. Oversee the assignment and management of all legal matters, including all outside counsel.
- C. Attend and provide advice and counsel as requested at the Authority’s Board meetings and workshops, including as to matters of parliamentary procedure.
- D. Attend as requested or as necessary and provide oversight and coordination of the 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 Authority or as to which the 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 Authority.
- G. Serve as teammate and liaison between Authority staff and the Authority Board as to all matters requiring legal perspective.
- H. Any other matters and issues that may arise from time to time, as assigned by the Authority.

**III. Information to be Furnished in General Counsel Submittal.**

The response for General Counsel must include each of the following items “A” through “J.” Failure to provide requested information may result in the response being deemed nonresponsive and therefore eliminated from further consideration.

- A. Name of firm.
- B. Date established.
- C. Locations of all offices and dates established.
- D. Provide information as to the firm’s experience and qualifications in representing similar organizations to the Authority, including local governmental entities in general and airports specifically, as well as the legal services specified in Section II.
- E. Names and resumes of attorneys who will be assigned to this representation. As to each attorney, include the following:
  - 1. Whether a member in good standing of the Florida bar, and if so, the date of admission;
  - 2. If a member in good standing of other bars, identify state and date of admissions; and
  - 3. The experience and qualifications relative to the areas of service required by the Authority, as specified in Section II, above.
- F. Identify one attorney to serve as General Counsel at Authority meetings.
- G. Identify one attorney to serve as Deputy General Counsel in the event General Counsel is unavailable.
- H. Provide an affirmative statement in its submittal acknowledging agreement to the Authority’s established hourly rates, as may be determined from time to time. The current hourly rates are established as:

Appointed General Counsel:	\$425/hour
Partners:	\$345/ hour
Associates:	\$265/ hour
Paralegals:	\$165/hour

- I. Identify at least three (3) references of governmental entities the firm presently represents or has represented in the past three (3) years. For each reference, provide: (i) name of entity; (ii) contact person; (iii) address and telephone number for reference; and (iv) dates of representation.
- J. Describe proposed transition plan to assume the General Counsel responsibilities, as specified in Section II.

**IV. Conflict of Interest.**

The proposer must make an affirmative statement in its submittal to the effect that, to its knowledge following reasonable inquiry, its retention would not result in a conflict of interest with any party who the firm currently or routinely represents. Alternatively, should any potential conflict exist, the submittal should specify the party with which there might be a conflict, the nature of the potential conflict, and the means proposed to resolve such conflict. Please identify any parties you currently represent or have represented in the last twelve (12) months in a matter adverse to the Authority.

In addition, upon completion of the services rendered under this agreement, the individuals assigned to this effort may not represent clients or seek to obtain contracts with the Authority for a period of six (6) months upon termination of this agreement. This provision can be adjusted by the Authority only by an affirmative resolution of the Authority Board.

**V. Number of Copies Required.**

One (1) original, one (1) duplicate of the original in a flash drive, and five (5) copies of the submittal should be submitted in a sealed package as noted in Section VI below.

**VI. Deadline for Submittals.**

**Submittals must be received by the Authority by 2:00 p.m., local time (Eastern Daylight Time “EDT” on July 22, 2022.** All submittals timely received will be publicly opened at the time and date stated above. Any submittals received after the time and date specified above will not be considered and will be returned unopened. The Authority has designated the U.S. Naval Observatory time as the official time for the receipt of submittals. The U.S. Naval Observatory time can be accessed by telephone at (202) 762-1401.

Submittals and modifications may be delivered by hand, by overnight delivery or by certified mail. Submittals and modifications may not be delivered in any other manner (including via facsimile and email).

If a submittal or modification is delivered by hand it must be delivered to the Authority’s reception desk on the Third Level of the Main Terminal Landside Building, Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399.

If a submittal is delivered by overnight delivery or by certified mail, it must be sent to the attention of Kevin J. Thibault, P.E., Chief Executive Officer, Greater Orlando Aviation Authority, Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399.

No submittal may be withdrawn after it is submitted unless the firm makes a written request for withdrawal, and such request is received by the Authority prior to the deadline for receipt of submittals. Once the deadline for receipt of submittals has occurred, no submittal may be altered or withdrawn for a period of sixty (60) days after such deadline.

## **VII. Selection.**

The evaluation process will be conducted by an Ad Hoc committee with recommendation to the full Authority Board and the Authority Board will make the final selection.

Firms that submit proposals will be evaluated on the basis of considerations listed in Paragraph VII.A., below.

After the Authority Board has made a selection, the selected firm will be asked to execute the engagement letter in substantially the form attached to this RFP, incorporating the rates and other basic information. If the selected firm fails to execute the engagement letter within the time allotted by the Authority, the Authority may then move to the next ranked firm. Upon successful execution of the engagement letter, the remaining firms will be notified that the process has been completed and that they were not selected. The Authority may make a single award for the General Counsel services or may select more than one firm and divide the work.

The Authority reserves the right to reject any or all proposals, to further negotiate any proposals, to request clarification of information submitted in any proposal, to request additional information from any proposer, and to waive any irregularities in any proposal. Late proposals will not be accepted and will be returned unopened.

A. The evaluation and ranking will be based on the following criteria:

1. Overall.
  - a. Responsiveness of proposal related to the information requested.
  - b. Proposed transition plan.
2. Assigned Personnel.
  - a. Qualifications and experience of the attorney or attorneys proposed to be assigned to the Authority and specifically, the attorney proposed as the General Counsel and Deputy General Counsel to serve at the Authority's meetings, in representation of local governmental entities in general and airports specifically.
  - b. Location and availability of attorney assigned as the General Counsel to Authority staff.
  - c. Tenure with firm and length of time in the industry.

3. Firm Experience.
  - a. Demonstrated qualifications and experience in representation of governmental entities in general and airports specifically.
  - b. Responses of references.
4. Affirmative statements related to acknowledgement of Authority's hourly rates and disclosure of potential conflicts of interest.

**VIII. Point of Contact.**

For further information, please submit questions by e-mail no later than 5:00 p.m. on July 8, 2022 to Yovannie Rodriguez, Esq. AAE Chief Administrative Officer.

**generalcounselrfp@goaa.org**

Firms may be disqualified if they have ex parte contacts with Authority Board Members or sunshine committee members with respect to the RFP from the time of release of the RFP through the date of award. Please be aware that the Authority has adopted a Lobbying Policy, Policy 180.01 which prohibits any contact by anyone lobbying for or against a matter that is to come before the Authority Board for award from the time of release of the RFP through the date of award.

**IX. Insurance Requirements.**

- A. The General Counsel shall procure and maintain, at its sole expense during the life of the engagement, insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional/Errors & Omissions	\$5,000,000.00
Commercial General Liability	\$1,000,000.00
Workers Compensation	Each occurrence Statutory Limit
Employers' Liability	\$500,000.00 Each accident

- B. Prior to commencing any work under the engagement letter, a properly completed and executed certificate of insurance (preferably on a current Acord form) evidencing the said insurance shall be furnished to the Authority and each renewal thereafter. General Counsel acknowledges that any acceptance of Certificate of Insurance by the Authority does not waive any obligations herein.
- C. The General Counsel shall provide the Aviation Authority immediate written notice of any adverse material change to its 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 General Counsel's self-insured retention and any non-renewal or cancellation of required insurance.
- D. Any liability insurance maintained by General Counsel written on a claims-made form basis will maintain coverage for a period of time determined by the Aviation Authority to be appropriate to cover claims made after the General Counsel has concluded its services to the Authority.

**EXHIBIT "A" TO RFP  
(FORM OF ENGAGEMENT LETTER)**

**VIA EMAIL**

[DATE]

Carson Good  
Chairman  
Greater Orlando Aviation  
Authority One Jeff Fuqua  
Boulevard  
Orlando, Florida 32827-4399

**Re: Confirmation of Engagement as General Counsel to the Greater  
Orlando Aviation Authority (the "Authority")**

Dear Chairman Good:

In accordance with the selection by the Board of the Authority, this letter will confirm the terms under which \_\_\_\_\_ (name of attorney/firm) is engaged to represent the Authority as the Authority's General Counsel. We are pleased that the Authority has selected us to serve as its General Counsel and appreciate the confidence which it has demonstrated in us by doing so.

At the outset of each new engagement, it is our custom and practice to confirm in writing the terms of the professional relationship we are establishing, including the identity of our client, the scope of our professional undertaking, the legal fees and other essential business terms of our representation of the Authority.

We are being engaged to represent the Authority as its General Counsel. We are not being engaged to represent, and we will not represent, any other person or entity pursuant to this engagement, except as we hereafter expressly agree in writing.

We will represent the Authority as its General Counsel and perform the legal services as listed on Exhibit B. \_\_\_\_\_ will serve as General Counsel. In the event this individual is not available, \_\_\_\_\_ will temporarily serve in that capacity. Among the various services to be provided pursuant hereto, we will oversee, coordinate and manage the services by all firms providing legal counsel to the Authority. However, the Authority agrees that the coordination, assignment and oversight of such legal services shall not be deemed to create a basis for the liability of our law firm for the professional negligence of any attorney or law firm whose legal services are being coordinated, assigned or overseen by us. Any attorney or law firm, General Counsel or otherwise, shall be liable for their individual professional negligence, if any.

Our representation of the Authority in this engagement will commence on \_\_\_\_\_ and will terminate five years thereafter. The Authority may terminate this engagement prior to its expiration by thirty (30) days' prior written notice to us.

The Authority agrees to pay fees for the legal services to be rendered on the Authority's behalf. The compensation for legal services rendered during the course of our representation of the Authority shall be based upon the hourly rates set forth in the Request for Proposals, as they are amended from time to time by the Authority. Any adjustment to rates from time to time will require written approval by the Authority's Chairman and Chief Executive Officer.



In addition to the fees for legal services, the Authority agrees to pay\_\_\_\_\_for all costs and expenses incurred or charged on the Authority's behalf in connection with our engagement, such as courier services, long-distance telephone charges, photocopying, postage, court reporter fees, costs of deposition transcripts, secretarial overtime or temporary staff services, court fees, the use of computerized legal research and data base facilities and other similar charges. The reimbursements of those expenses shall be based upon the rates approved from time to time by the Chief Executive Officer. All travel expenses incurred by our firm on the Authority's behalf must be pre-approved and shall be billed in compliance with the Authority's policies and procedures as amended from time to time. We acknowledge the Authority does not reimburse for local mileage or tolls.

Before they are sent to the Authority each month, I will personally review all statements for our professional services in order to ensure that the charges for our professional services and related costs and expenses are reasonable and appropriate for the nature of the services rendered. Our invoices are due within thirty (30) days after presentation.

Please understand that our professional fees and costs and expenses for this engagement are not predictable for a variety of reasons and, particularly, because of circumstances that may be entirely out of our control (or the Authority's). Accordingly, this will confirm that we have made no commitment to the Authority concerning the maximum amount of our compensation in respect of this engagement. Further, it is to be understood that the payment of our compensation for this engagement is in no way contingent on the ultimate outcome of any matter arising during this engagement.

Unless otherwise expressly stated herein, it is understood and agreed that the Authority is not relying upon us for business, investment or accounting advice or decisions, or to investigate the character or credit of any persons with whom it is or may be dealing. Moreover, except as specifically set forth in Exhibit B hereto, the Authority is not hereby engaging our law firm to provide substantive attention to the Authority's business affairs. Accordingly, our knowledge and involvement in the business operations of the Authority shall be limited to the particular matters identified in Exhibit B.

This firm has represented, and continues to represent, many different individual, partnership, corporate and other organizational clients with various interests in numerous businesses and industries. By executing this engagement letter the Authority is acknowledging its understanding of the same. We do not believe our work for the Authority in this engagement constitutes a conflict of interest on any other matter we are currently handling. The Authority agrees to provide the firm at the outset of this engagement, and on a continuing basis, with adequate information which will allow the firm to perform periodic conflict of interest checks. It is possible that during the course of our representation in this engagement, the Authority may become involved in transactions or disputes with other clients of our firm in which its interests are or become adverse to the interests of one or more of our other clients. If such a conflict between the Authority's interests and those of another of our clients were to arise, we will promptly notify you of that circumstance as soon as we become aware of the same.

Other material terms of this engagement are set forth in the General Terms and Conditions of Engagement attached as Exhibit A to this engagement letter which are incorporated into this engagement letter. The Authority's acceptance of the terms of this engagement letter includes the acceptance of and agreement to abide by the General Terms and Conditions of Engagement set forth on Exhibit A. If any of them are unacceptable, please advise us now, so that we may resolve any differences and proceed with this engagement with a clear understanding of the essential terms of our professional relationship.

Unless a different engagement letter is executed in the future, the terms of this engagement letter will also be applicable to and govern our professional relationship on all subsequent matters on or in which we may become involved or engaged on the Authority's behalf.

Please understand that while we cannot, and do not, guarantee the outcome or success of

this or any other engagement or professional undertaking, we will earnestly strive to represent and serve the Authority's interests in this engagement effectively, efficiently and responsively while endeavoring to accomplish the Authority's objectives in this engagement.

Our firm will provide evidence of insurance requirements contained in the Request for Proposals PS-716 to the Authority and agrees to maintain same in effect during the full term of our engagement. The policies shall be for such limits previously stated or as the Chief Executive Officer may require.

If this engagement letter, including the attached General Terms and Conditions of Engagement, is in accord with the Authority's understanding of the terms of the professional relationship which we are establishing, please sign the enclosed copy of this letter and return it to me, via e-mail.

Should you have questions concerning this engagement letter, including the attachments thereto, or the manner in which we are handling this engagement on your behalf from time to time, please do not hesitate to contact me.

**Very truly yours,**

**[FIRM NAME]**

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General Terms and Conditions of Engagement - [Exhibit A](#)  
Scope of Legal Services- [Exhibit B](#)  
Hourly Billable Rates- [Exhibit C](#)

CC: Kevin Thibault, Chief Executive Officer (via email: [kevin.thibault@goaa.org](mailto:kevin.thibault@goaa.org))

**ACCEPTANCE**

The foregoing terms of this engagement, including the General Terms and Conditions of Engagement on the attached Exhibit A, are hereby approved and accepted.

**GREATER ORLANDO AVIATION  
AUTHORITY**

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Carson Good, Chairman

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS OF ENGAGEMENT**

**Compensable Expenses:** During the course of this engagement, it is likely that the Authority will be required to incur or we will be asked by third party vendors to advance on its behalf properly allocable out-of-pocket costs and expenses. We may forward to the Authority invoices for such services and products from third party vendors, which the Authority agrees promptly to pay directly to the third-party vendors.

In the case of expenses incurred and disbursements made by us to third-party vendors and/or service providers on the Authority's behalf, it will be billed at our actual invoiced cost. However, we reserve the right, in appropriate circumstances (particularly, when substantial obligations are to be incurred on your behalf to third-party vendors and/or service providers in furtherance of this engagement), to have invoices received from such third-party vendors and/or service providers forwarded or furnished directly to the Authority for prompt payment, in which event, the Authority agrees to pay such invoices not later than thirty (30) days from its receipt of same and indemnify, discharge, save and hold us harmless from, any liabilities or claims asserted against us by reason or on account of the failure to do so.

**Billing and Payment:** Fees, charges and expenses will generally be billed monthly and are payable upon presentation. You agree that you will promptly review our invoices, raise any questions regarding the amounts and items billed within 30 days of presentation and pay all amounts billed consistent with these Terms of Engagement.

**Estimates:** Although we may from time to time respond to a client request for an estimate of the amount(s) of professional fees and/or costs and expenses that may be incurred in an engagement, or on a particular task or undertaking in furtherance of an engagement, such estimates, even though given by us in good faith and on the basis of our best judgment when given, are inherently inexact and are always subject to unforeseen contingencies and changed facts and/or circumstances. Accordingly, we cannot and will not be bound by any such estimates, and will not, except to the extent that we may expressly agree in writing at the time such estimate is given, limit our compensation to the amount(s) of any such estimates.

**Communications:** Throughout this engagement and subject to the restrictions and exceptions of Florida Statutes 286.001 *et seq.* and 119.001 *et seq.*, we will endeavor to keep the Authority apprised of and informed about all significant developments and regularly communicate and consult with it about the status and progress of matters involved in this engagement.

With respect to e-mail communications to us, please be aware that in order to preclude or reduce "spam" e-mail and prevent "viruses" from entering our computer network, we are currently utilizing computer software and have engaged the services of an independent third-party contractor to filter our incoming e-mail correspondence. This filtering process may result in certain incoming e-mail correspondence to us (i.e., that identified as "spam" or suspected of having a "virus") being quarantined (thus, potentially not received at all) and/or delayed in reaching us. For this reason, we cannot be certain that we will receive all e-mail correspondence and/or that we will receive it in a timely manner. Therefore, the Authority may wish to consider sending communications to us which are particularly important or time-sensitive via means other than e-mail.

**Termination of Engagement:** The Authority will always have the right to terminate our representation of it in this engagement for any reason. Should it elect to do so, we will promptly issue a final statement for all professional services rendered and all costs and expenses incurred and/or advanced by us on its behalf through the effective date of such termination or the later date of any court-required

withdrawal and/or substitution of counsel. The Authority agrees that the final statement so issued following its termination of this engagement will be paid within thirty (30) days from receipt of the same.

**Withdrawal from Engagement:** We will have the right of termination of or withdrawal from this engagement (and any other representation of the Authority) at any time and for any reason (including, without limitation, for non-payment or untimely payment of our fees and/or expenses), subject only to leave of court (if required) and those obligations imposed upon us by the Rules of Professional Conduct, including the obligation on our part to provide reasonable notice of any such termination of or withdrawal from this engagement. If we elect to exercise such right of termination or withdrawal, we will provide reasonable assistance in the transition of representation to any successor attorney whom the Authority may engage to handle the matters which are the subject of this engagement. Upon request, we will promptly surrender any documents, papers, funds and/or other property then in our possession to which the Authority may be entitled. In addition, we shall make available to the Authority and any such successor attorney at our premises and in the presence of our designated representative(s), such portion or portions of our file(s) in respect of the subject matter of this engagement as are required by applicable law and/or the Rules of Professional Conduct, for inspection and copying at the Authority's expense.

**File Ownership/Client Property:** The file(s) which we may create or generate during the course of this engagement reflecting and/or containing the records and/or work product of our attorneys and support staff in respect of or related to this engagement (whether they be in traditional written/paper (i.e., tangible) form or in more contemporary electronic (i.e., intangible) forms) and the contents of such files may be subject to Florida's Public Records laws and the firm agrees to treat all such documents as to which said laws apply in accordance therewith. Accordingly, all documents in our possession which are in fact considered public records under F.S. 119.001 *et seq.*, will be retained in such manner and for such period of time as required by F.S. 257.36(6).

## **EXHIBIT B**

A. Provide advice and recommendations to the 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, including to all outside counsel.

C. Attend and provide advice and counsel at the 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 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 Authority or as to which the Authority is or is expected to be a party, but not including litigation active or pending prior to the commencement of this engagement. Any active or pending litigation prior to the commencement of this engagement shall be analyzed by the Chief Executive Officer, on a case by case basis to determine proper assignment giving consideration to current Authority objectives, fiscal responsibility and consideration of potential duplication of efforts.

F. Undertake special projects and strategic initiatives as requested by the Authority.

G. Serve as teammate and liaison between Authority staff and the Authority Board as to all matters requiring legal perspective.

H. Any other matters and issues that may arise from time to time, as assigned by the Authority.

**EXHIBIT C**

<b>TITLE</b>	<b>HOURLY RATE</b>
General Counsel	\$425
Partner	\$345
Associate	\$265
Paralegal	\$165

\*Hourly rates may be adjusted from time to time by the Authority Board, but in no event will the hourly rates be adjusted down from the above stated rates.