



HILLSBOROUGH COUNTY AVIATION AUTHORITY

REQUEST FOR PROPOSALS FOR BOND COUNSEL SERVICES

ISSUE DATE: October 30, 2025

QUESTION AND CLARIFICATION DEADLINE: November 14, 2025, 5:00 pm
RESPONSE DEADLINE: December 5, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
<https://procurement.opengov.com/portal/tampaairport/>

HILLSBOROUGH COUNTY
AVIATION AUTHORITY
REQUEST FOR PROPOSALS
Bond Counsel Services

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1. Introduction

The Hillsborough County Aviation Authority (Authority), an independent special district, issues this Request for Proposals (Solicitation) for Bond Counsel Services at Tampa International Airport (Airport). The Authority welcomes responses to this Solicitation (Responses) from all national, regional and Florida firms. The firms who submit a Response to this Solicitation (singularly Respondent, collectively Respondents) must meet the minimum qualification requirements as specified in the Respondent Questionnaire, Minimum Qualifications on the Authority's e-Procurement Portal hosted by OpenGov Procurement at <https://procurement.opengov.com/portal/tampairport>.

1.1. Summary

The Authority is seeking Responses from qualified Respondents to provide Bond Counsel Services.

1.2. Background

The Authority was created in 1945 and is an independent special district governed by the Hillsborough County Aviation Authority Act, Chapter 2022-252, Laws of Florida (Act). This Act provides that the Authority will have exclusive jurisdiction, control, supervision and management over all publicly-owned airports in Hillsborough County.

The Airport is a major economic driver for the Tampa Bay region and is the gateway to the west coast of Florida. The Airport is consistently ranked among the world's most beloved airports, serving more than 25 million annual passengers with routes to more than 90 nonstop destinations. The Airport has received top awards at the state, national and international level, including being ranked the #1 Large Airport in North America by J.D. Power in 2022 and 2023, as well as the #1 Large Airport in USA Today's 10Best Readers' Choice Awards in 2024. The Airport has now completed several projects in the largest construction program in its history with a major Main Terminal renovation, 66 shops and restaurants, a 1.4-mile automated people mover extending to a multi-level rental car facility, award-winning Blue Express Curbsides for faster passenger drop-off and pick-up, a nine-story office complex, and numerous new public art installations including a world-famous 21-foot pink flamingo sculpture in the Main Terminal. In late 2024, the Airport broke ground on a new 16-gate terminal, Airside D, which is expected to be completed in 2028.

The Airport is served by more than twenty (20) commercial airlines operating from four (4) Airside Terminals: Airside Terminal A with sixteen (16) gates; Airside Terminal C with sixteen (16) gates; Airside Terminal E with thirteen (13) gates; and Airside Terminal F with thirteen (13) gates. During the Authority Fiscal Year 2024, the Airport served over twenty-five (25) million passengers and generated revenues totaling \$427.9 million. The Authority expects to handle 24.9 million passengers in Fiscal Year 2025.

The Authority is a self-supporting organization and generates revenues from Airport users to

fund operating expenses and debt service requirements. Capital projects are funded through the use of bonds, short-term financing, passenger facility charges, State and Federal grants and internally generated funds. Although empowered to levy ad valorem property taxes, the Authority has not collected any tax funds since the early 1970s.

Respondent must have considerable experience in services related to the issuance of municipal revenue bonds and the requirements for bond counsel, tax counsel and legal advice as specified in this Solicitation. The Awarded Respondent will be required to perform the Services set forth in the Scope of Work Section below as well as other services generally provided by firms providing bond counsel services.

The Authority intends to award a Bond Counsel Services Contract and a Contract for Bond Disclosure Counsel Services (to be selected under a separate Request for Proposals) to different firms. The same firm cannot be awarded both the Bond Counsel Services Contract and the Contract for Bond Disclosure Counsel Services.

By the end of Fiscal Year 2024, the Authority had general airport revenue bonds (senior and subordinate lien) outstanding in the total amount of \$1,751,995,400. The Authority anticipates its next planned bond issuance in Fiscal Year 2026.

During its last five Fiscal Years, the Authority's financing program has consisted of the following issues:

Hillsborough County Aviation Authority Issuances

Series	Tax Status	Final Maturity	First Call Date	Original Par Amount
2021A	AMT	10/1/2027	Callable at Par	\$31,400,400
2022A	AMT	10/1/2052	10/1/2031	\$263,760,000
2022B	Non-AMT	10/1/2052	10/1/2031	\$111,390,000
2024A	AMT	10/1/2027	N/A	\$89,745,000
2024B	AMT	10/1/2054	10/1/2034	\$462,975,000
Total Senior Lien Bonds				\$959,270,400
2022A	Taxable	10/1/2044	10/1/2031	\$348,105,000
Total Subordinated Lien Bonds				\$348,105,000

The Board approved the 2012 Airport Master Plan Update in April 2013. In 2016, the Authority undertook a review of the next phases of the Master Plan to confirm and update implementation plans and review alternatives and cost estimates. The Board approved the Strategic Business Plan Update in May 2017 which included updates to the scope, timelines and costs for Phases 2

and 3 of the 2012 Master Plan. The Authority has kicked-off Phase 3 of the Master Plan.

Respondents should also review the Authority Audited Financial Statements, Annual Reports and other financial information, which are available for download on the Authority website at www.tampaairport.com/facts-statistics-financials, prior to submitting a Response.

The Authority regularly updates its investment and relations information, which encompasses the latest financial reports, official statements, rating agency assessments, debt management policies, and other fiscal details concerning the Authority's debt portfolio. This information is available on the Authority's website at www.tampaairport.com/business/investor-relations.

The Authority mission and vision statements, found on the Authority website at www.TampaAirport.com > Business & Careers> Business Opportunities > Supplier Resources > Working with Procurement, will serve as the platform to guide the Awarded Respondent in providing the Services.

The background information provided in this Section is intended only to give prospective Respondents a brief familiarization with the Authority and the Airport. All Airport data provided as part of this Solicitation is for informational purposes only and should not be construed as a guarantee of business. The information shown herein has been obtained from sources considered to be reliable. However, the Authority and its Board, officers, employees, agents, and contractors are not liable for the accuracy of the information or for its use by Respondent. Respondent must examine and inspect this Solicitation and all its appendices, attachments, and exhibits to be knowledgeable of the requirements and terms and conditions. Respondent must independently evaluate circumstances and conditions that may affect its Response and its ability to provide the required Services.

1.3. Contact Information

Robin Harris

Procurement Agent

5411 SkyCenter Drive 4th Floor

Tampa, FL 33607

Email: rharris@tampaairport.com

Phone: [\(813\) 220-8349](tel:(813)220-8349)

Department:

Finance

1.4. Timeline

Solicitation Documents Posted	October 30, 2025
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Pre-Solicitation Conference (Non-Mandatory)	November 5, 2025, 11:00am In Person: Conference Room SC4-C3 - SkyCenter OR Microsoft Teams ® Call-In: 1 813-694-2596 Conference ID: 272 883 144 224 9# Click here to join the Microsoft Teams Meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmEyNTI0NzUtMTY2Yy00N2UzLWEyODAtNjgwYWViY2NlMmE4%40thread.v2/0?context=%7b%22Tid%22%3a%22a167a14b-a6cc-4d14-802d-3de615710e8b%22%2c%22Oid%22%3a%22fb0fb8d9-cd1a-46e3-8542-de18af8d0d96%22%7d
Question and Clarification Deadline	November 14, 2025, 5:00pm
Final Addendum posted	November 21, 2025, 5:00pm
Notice of minimum qualifications, technical evaluation meetings and interviews posted	November 24, 2025
Response Deadline	December 5, 2025, 2:00pm

Minimum qualifications evaluation meeting	December 11, 2025, 10:00am In Person: Conference Room SC4-C3 - SkyCenter OR Microsoft Teams ® Call-In: 1 813-694-2596 Conference ID: 989 072 149# Click here to join the Microsoft Teams Meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzU5ZjM3MjEtNGQ0My00YjA1LWlwYWEtYTU3MWRiM2RhMzA0%40thread.v2/0?context=%7b%22Tid%22%3a%22a167a14b-a6cc-4d14-802d-3de615710e8b%22%2c%22Oid%22%3a%22fb0fb8d9-cd1a-46e3-8542-de18af8d0d96%22%7d
Technical evaluation meeting	December 19, 2025, 9:00am In Person: RCC Conference Room - Rental Car Center OR Microsoft Teams ® Call-In: 1 813-694-2596 Conference ID: 247 391 845# Click here to join the Microsoft Teams Meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTU0N2EyMjctZGZjMy00YjA2LTk1M2YtNjU5ZTU3NWJkMjE1%40thread.v2/0?context=%7b%22Tid%22%3a%22a167a14b-a6cc-4d14-802d-3de615710e8b%22%2c%22Oid%22%3a%22fb0fb8d9-cd1a-46e3-8542-de18af8d0d96%22%7d
Short listing determined, if used	December 22, 2025

Interviews	January 7, 2026 Time TBD
Final technical evaluation meeting	January 9, 2026, 9:00am In Person: RCC Conference Room - Rental Car Center OR Microsoft Teams ® Call-In: 1 813-694-2596 Conference ID: 161 536 338# Click here to join the Microsoft Teams Meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzFiZTEwYTltOTA5Yy00M2RkLWl0YzltMjM1YThlOTE5Njkz%40thread.v2/0?context=%7b%22Tid%22%3a%22a167a14b-a6cc-4d14-802d-3de615710e8b%22%2c%22Oid%22%3a%22fb0fb8d9-cd1a-46e3-8542-de18af8d0d96%22%7d
Notification of Intent to Select/Award posted	January 15, 2026
Selection and Award by the Authority's Board	February 5, 2026, 9:00am Authority Boardroom - SkyCenter

2. Solicitation Documents

This Solicitation is comprised of multiple documents each with a specific purpose as detailed below. The Solicitation Documents are posted on the Authority website and are available for download at www.TampaAirport.com > Business & Community > Business Opportunities > Solicitations. Attachments A and B are attached hereto and made a part hereof.

2.1. Attachment A - Sample Contract

A sample of the Bond Counsel Services Contract that will be executed by the Awarded Respondent and includes Exhibits that will be incorporated therein.

2.2. Attachment B - Scoring Ranges

Provides the scores associated with each technical evaluation criterion that will be used to score Responses.

3. Scope of Work

The Awarded Respondent will provide Services as detailed in Attachment A, Sample Contract, Exhibit A, Scope of Work.

4. Definitions

4.1. Airport

Tampa International Airport.

4.2. Airside Terminals

The five buildings designated as A, C, D, E and F supporting passenger airline operations which are connected to the Main Terminal and through which passenger aircraft are loaded or unloaded.

4.3. Awarded Respondent

A Respondent that is awarded the Contract.

4.4. Board

The Hillsborough County Aviation Authority Board of Directors.

4.5. Bond Counsel Services

To issue a legal assessment regarding the legitimacy of the bonds.

4.6. CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

4.7. Contract

The Bond Counsel Services Contract, including all exhibits, schedules, subsequent amendments and attachments thereto, executed by and between the Authority and the Awarded Respondent.

4.8. Contract Year

a) With respect to the first year of the Contract, the period commencing on March 1, 2026 and continuing through February 28, 2027. (b) With respect to subsequent years of the Contract, each consecutive twelve-month period thereafter.

4.9. Fiscal Year

October 1st through September 30th.

4.10. Main Terminal

The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; Levels 4 through 9 - six (6) short term parking levels; and Levels 1 through 8 – eight (8) long term parking levels.

4.11. Personnel

Individuals who are directly employed or contracted by the Awarded Respondent to perform the Services at the Airport.

4.12. Principal Counsel

The individual designated by Respondent that will be responsible for ensuring Respondent complies with all terms and conditions of the Contract, including the Scope of Work detailed in Attachment A, Sample Contract, Exhibit A, Scope of Work.

4.13. Services

The services as detailed in Attachment A, Sample Contract, Exhibit A, Scope of Work.

4.14. Solicitation Documents

All documents associated with this Solicitation including, but not limited to, addenda, sample Contract documents, and exhibits.

4.15. TIFIA

The Transportation Infrastructure Finance and Innovation Act.

4.16. Timeline

List of dates, times and locations of various meetings and postings at Section 1, Introduction, above.

4.17. Work Order

The order form used by Authority and Awarded Respondent in accordance with Attachment A, Sample Contract, Article 3, Scope of Work, Section 3.2, Work Order.

5. Pre-Solicitation Meeting

5.1. Non-Mandatory Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the date, time and location listed in the Timeline. Questions relating to the Solicitation process will be answered at that time.

1. In-Person Attendance

The Non-Mandatory Pre-Solicitation Conference may be attended in-person at the location specified in the Timeline.

2. Microsoft Teams® Attendance

The Non-Mandatory Pre-Solicitation Conference may be attended via online meeting utilizing Microsoft Teams®. Online attendance information is provided in the Timeline.

Note: If a potential Respondent loses connection during the Pre-Solicitation Conference, that potential Respondent should immediately log back in to the online meeting site. If the potential Respondent is unable to log back in, they should contact the Procurement Agent.

6. Meeting Rooms

Any person requiring a special accommodation to attend a public meeting because of a disability or physical impairment should contact the Procurement Agent at least 48 hours prior to the scheduled public meeting.

6.1. Authority Boardroom - SkyCenter

Authority Boardroom - SkyCenter is located on the fourth floor of the SkyCenter Office Building. Access to the Boardroom is through the SkyCenter Atrium by going to the fourth floor of the Atrium and then going to the north side of the Atrium where the Atrium meets the SkyCenter Office Building. The Boardroom is located to the left of the Authority receptionist counter.

Parking: Parking for the public to access SkyCenter is in the Economy Parking Garage. Respondent will follow signs to Economy Parking Garage. Once parked in the Economy Parking Garage, Respondent will access SkyConnect by taking the elevators located on Level 1 of the Economy Parking Garage. Respondent will then take SkyConnect to the Rental Car Center and exit SkyConnect. Turn right and follow the signs to SkyCenter.

6.2. Conference Room SC4-C3 - SkyCenter

Conference Room SC4-C3 - SkyCenter is located on the fourth floor of the SkyCenter Office Building. Access to Conference Room SC4-C3 is through the SkyCenter Atrium by going to the fourth floor of the Atrium and then going to the north side of the Atrium where the Atrium meets the SkyCenter Office Building. Conference Room SC4-C3 is located to the right of the Authority receptionist counter.

Parking: Parking for the public to access the SkyCenter Office Building is in the Economy Parking Garage. Respondent will follow signs to Economy Parking Garage. Once parked in the Economy Parking Garage, Respondent will access SkyConnect by taking the elevators located on Level 1 of the Economy Parking Garage. Respondent will then take SkyConnect to the Rental Car Center and exit SkyConnect. Turn right and follow the signs to SkyCenter.

6.3. RCC Conference Room - Rental Car Center

RCC Conference Room is located on the third floor of the Rental Car Center. Upon exiting SkyConnect, walk towards the Remote Baggage drop off area. The door to the RCC Conference Room is immediately across the main hall on the left of the Remote Baggage drop off area.

Parking: Parking for the public to access RCC is in the Economy Parking Garage. Respondent will follow signs to Economy Parking Garage. Once parked in the Economy Parking Garage, Respondent will access SkyConnect by taking the elevators located on Level 1 of the Economy Parking Garage. Then take SkyConnect to the Rental Car Center and exit SkyConnect.

7. Response Evaluation

7.1. Objective

It is the Authority's intention to evaluate Responses and award a Contract to the Respondent whose Response serves in the best interests of the Authority. The Authority reserves the right to request additional information and clarification of any information submitted, including any omission from the original Response. All Responses will be treated equally with regard to this item. All Responses that meet the minimum qualifications will be evaluated as outlined in the Evaluation Criteria Section below.

7.2. Evaluation Criteria

The evaluation criteria have been established to determine which Response best meets the requirements and overall goals of the Authority and provides the best value to the Authority. The evaluation criteria are defined in the Evaluation Criteria Section below.

7.3. Technical Evaluation

A technical evaluation committee consisting of Authority staff and industry representatives, as applicable, will conduct a technical evaluation of all qualified Responses. Each evaluation criterion will be evaluated based on the factors set forth under the Evaluation Criteria Section below and scored from 0 (non-responsive) to the maximum points for the evaluation criterion as listed at the Evaluation Criteria Section below. The only exception is the Fees criterion which will be scored based on a mathematical calculation with the lowest fee receiving the highest points; however, any fee submitted which is less than or equal to 50 percent of the average of all submitted fees may be considered unreasonable and therefore receive a score of zero. Total scoring is a mathematical addition of the criterion. The criteria and associated maximum points are listed at the Evaluation Criteria Section below.

7.4. Short Listing Process

A short listing process will be utilized if four or more Responses are received.

- A. After the technical evaluations as provided for in this Solicitation for each qualified Respondent and prior to interviews, scores for the Fees evaluation criterion will be calculated and added to each Respondent's score. The Vice President of Procurement will determine a short list of no less than three Respondents based on the following calculation. NOTE: This calculation process is solely to determine the short listed Respondents and will not change scores given to each Respondent in each evaluation criterion by the technical evaluation committee. Additionally, the scores for the Fees evaluation criterion will not be provided to the technical evaluation committee until after the interviews.

1. The score associated with the lower end of the Good to Adequate range for the Interviews evaluation criterion will be added to the score of the Response that is, at that time, ranked third. For this Solicitation, the value of the lower end of the Good to Adequate range is 9. (See Attachment B, Scoring Ranges); and
 2. The maximum score associated with the Best range for the Interviews evaluation criterion will be added to all Responses that are, at that time, ranked fourth and below. For this Solicitation, the maximum score for the Best range is 20. (See Attachment B, Scoring Ranges); and
 3. Responses which were ranked fourth and below prior to the above calculations whose score now equal or exceed the scores of the third ranked Response will be included in the short list.
- B. Where the short listing process is utilized, only short listed Respondents will be scheduled for an interview with the technical evaluation committee. A short listed Respondent may elect, in writing, not to participate in the interview and will receive a score of zero for the Interviews evaluation criterion.
- C. The final ranking of the short listed Respondents will be presented to the Board for selection and award in accordance with the Selection and Award Section below.

7.5. Interviews

The Authority will schedule interviews with the short listed Respondents or, if the short list process is not utilized, all qualified Respondents, as part of its technical evaluation process. Information provided by Respondents, including content and style, will be part of the evaluation process. The individual identified in the Response as the person who is authorized to make representations for the Respondent and the proposed Principal Counsel must attend the interview. All Respondent's representatives are expected to participate in the interview. Participation from Respondent's representatives will be included in the evaluation scoring. A copy of any written information covered during the interview, whether hard copy or electronic format, must be furnished to the Authority at the time of the interview. Interviews are not open to the public. A Respondent may elect, in writing, not to participate in the interview and will receive a score of zero for the Interviews evaluation criterion.

7.6. Negotiation

The Authority, at its sole discretion, reserves the right to negotiate terms and conditions with the highest ranked Respondent.

7.7. Selection and Award

The selection of the Respondent and award of the Contract will be made by the Authority in accordance with its competitive selection process. The technical evaluation committee will evaluate the Responses on the basis of the guidelines set forth in this Solicitation.

The Vice President of Procurement will review the technical evaluation committee findings and present the findings to the CEO. The CEO will present the findings and a recommendation to approve the ranking of Responses to the Board at the Board meeting listed in the Timeline. At a scheduled meeting of the Board, the CEO will present the Board with a recommendation of the highest ranked responsive and responsible Respondent for selection and award. The Board may ask the highest ranked Respondent for additional information during the Board meeting. The Board will make a final selection and award. A Notice of Intent to Select/Award that includes the results of the technical evaluation committee's scoring will be posted on the Authority website with the Solicitation Documents as listed in the Timeline above.

8. Fees and Payment Method

8.1. Fees

Awarded Respondent will be paid based on Authority approved hourly fees as specified in Article 5, Fees and Payments of Exhibit A, Sample Contract.

8.2. Invoices

Invoices required by this Solicitation will be created and submitted to the Authority Finance Department via Payables@TampaAirport.com in a form acceptable to the Authority and will include, at a minimum, the invoice date, invoice amount, dates of Services, and purchase order number.

8.3. Payment Method

The Awarded Respondent may be paid utilizing an automated payment method that will be selected by the Awarded Respondent and includes Automated Clearing House (ACH), ePayables, or Purchasing Card. Information regarding the payment process for each of these payment methods is available on the Authority website at www.TampaAirport.com > Business & Careers > Business Opportunities > Supplier Resources > Electronic Payment Methods.

9. Contract

9.1. Award of Contract

Prior to Board award, the Respondent being recommended by the CEO to the Board (Recommended Respondent) will be required to execute the Contract. The Contract will be substantially similar to Attachment A, Sample Contract, and will incorporate the Recommended Respondent's Response, any subsequent information requested from the Recommended Respondent by the Authority during the evaluation process, and any other mutually agreed upon terms and conditions.

The Authority will transmit the Contract to the Recommended Respondent for execution at least fourteen (14) calendar days prior to the scheduled Board meeting for selection and award. The Recommended Respondent agrees to deliver two duly executed original copies of the Contract to the Authority no later than seven (7) calendar days prior to the scheduled Board meeting.

Failure on the part of the Recommended Respondent to execute and return the Contract to the Authority by the required date may result in withdrawal of the Respondent being recommended for award and recommendation for award of the Contract to the next highest ranked, qualified Respondent.

9.2. Term of Contract

The Term of the Contract is March 1, 2026 through February 28, 2031 with one, two year renewal option at the sole discretion of the CEO. The Authority will have the right to terminate the Contract by giving thirty (30) days written notice to the Awarded Respondent. Refer to Attachment A, Sample Contract for specific provisions of the Contract relating to Term, termination, renewals, rights and obligations, and end of Term transition. The Authority does not guaranty work or any amount of work to the Awarded Respondent during the Term of the Contract.

10. Solicitation General Terms and Conditions

10.1. Binding Offer

A Response may be withdrawn by Respondent at any time prior to the Response Deadline by submitting a request in writing to the Procurement Agent. Once the Response Deadline has passed, a Respondent's Response may not be withdrawn, will remain valid for a period of one hundred and twenty (120) calendar days, and will be considered a binding offer. The submission of a Response will be taken as prima facie evidence that the Respondent has familiarized itself with the contents of this Solicitation in its entirety.

10.2. Public Entity Crimes

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 response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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 provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

10.3. Non-Exclusivity

The Awarded Respondent understands and agrees that any resulting contractual relationship is non-exclusive and the Authority reserves the right to contract with more than one Respondent or seek similar or identical Services elsewhere if deemed in the best interest of the Authority.

10.4. Collusion

More than one Response from the same Respondent under the same or different names will not be considered. Joint Responses will not be accepted. Reasonable grounds for believing that a Respondent is submitting more than one Response will cause the rejection of all Responses in which the Respondent is involved. Responses will be rejected if there is reason for believing that collusion exists among Respondents, and no participant in such collusion will be considered in any future solicitations for a period of six (6) months following the Response Deadline for this Solicitation.

10.5. Cone of Silence

To ensure a proper and fair evaluation, the Authority has established a cone of silence applicable to all competitive procurement processes, including this Solicitation. The cone of silence will be

imposed on this Solicitation beginning on the date the Solicitation documents are posted on the Authority website and ending with the Board's selection.

- A. The cone of silence prohibits any communications regarding this Solicitation between:
 - 1. A potential Respondent (which includes vendors, service providers, bidders, proposers, lobbyists and consultants) and their representative(s) and Authority staff or Authority consultants engaged to assist the Authority on a specific RFP, RFQ, ITN, or ITB, except for communications with the Authority Procurement Agent or other supporting procurement staff responsible for administering the procurement, provided the communication is strictly limited to procedural matters.
 - 2. A potential Respondent and their representative(s) and a Board member.
 - 3. A potential Respondent and their representative(s) and any member of the technical evaluation committee or negotiation team.
 - 4. A Board member and any member of the technical evaluation committee or negotiation team.
- B. Unless specifically provided otherwise, in addition to the exceptions set forth above, the cone of silence does not apply to:
 - 1. Communications with the Authority Legal Affairs Department.
 - 2. Oral communications at the Pre-Solicitation Conference.
 - 3. Oral communications during publicly noticed technical evaluation committee meetings including those specifically for presentations, demonstrations or interviews.
 - 4. Oral communications during any duly noticed Board meeting.
 - 5. Communications relating to protests made in accordance with the Authority Procurement Protests Policy, as revised from time to time.

Any communications regarding matters of process or procedure from a Respondent or lobbyist must be submitted to the Procurement Agent.

Any violation of the cone of silence will render voidable the Response, as well as any awarded Contract.

10.6.Compliance

Respondents must comply with all Authority, local, State and Federal directives, orders, policies and laws as applicable to this Solicitation and subsequent Contract.

10.7.Governance

If any of the language or information in this Solicitation conflicts with language in the Contract as prepared by the Authority, the language of the final Contract, as executed, will govern.

10.8.Public Disclosure

All Responses and other materials or documents submitted by a Respondent to this Solicitation will become the property of the Authority. The Authority is subject to the open records requirements of Florida Statute Chapter 119, and as such, all materials submitted by the Respondent to the Authority are subject to public disclosure. The Respondent specifically waives any claims against the Authority related to the disclosure of any materials if made under a public records request.

10.9.Procurement Protests Policy

Failure to follow Authority Policy P512, Procurement Protests, as set out in the Authority policies, constitutes a waiver of the Respondent's protest and resulting claims. A copy of Policy P512, Procurement Protests, may be obtained by contacting the Authority via telephone at 813-870-8700 or via mail to Hillsborough County Aviation Authority, Post Office Box 22287, Tampa, Florida 33622. A copy is also available online at www.TampaAirport.com > Business & Careers > Business Opportunities > Supplier Resources > Work with Procurement > Procurement Policies & Procedures > P512, Procurement Protests. The Authority will post on its website, and make available for public access, any and all formal protest documents received on this Solicitation.

10.10.Suspension/Debarment of Contractors

By submitting a Response, the Respondent acknowledges that it is subject to the Authority Policy P414, Suspension and Debarment of Contractors. A copy of Policy P414, Suspension and Debarment of Contractors, may be obtained by contacting the Authority via telephone at 813-870-8700 or via mail to Hillsborough County Aviation Authority, Post Office Box 22287, Tampa, Florida 33622. The policy is also available on the Authority website: www.TampaAirport.com > Business & Careers> Business Opportunities > Supplier Resources > Work with Procurement > Procurement Policies & Procedures > P414, Suspension Debarment of Contractors.

10.11.Small Business Enterprise (SBE) Assurance and Participation

A. SBE Policy

It is the policy of the Authority that small business enterprises as defined herein will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Authority. Business concerns certified as a small owned business enterprise with Hillsborough County, City of Tampa, St. Petersburg, Pinellas County, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FLUCP) (collectively, SBEs or SBE firms) will be eligible to participate on Authority funded contracts as a SBE. In advancing this opportunity for SBEs, neither the Authority nor those companies doing business with the Authority will discriminate on the basis of race, color, national origin, religion or sex in the award and performance of any Authority contract. Under its SBE Policy and Program, the Authority will recognize and encourage

SBEs to participate as prime contractors or as subcontractors in its construction contracts, architectural and engineering contracts, professional services contracts, and goods and services purchases and contracts.

B. SBE Goal

No specific SBE participation goal is established for this Solicitation. However, Respondents are encouraged to propose participation by SBEs to perform commercially useful functions of the Services required in this Solicitation. To propose SBE participation the Respondent must submit a completed SBE Assurance and Participation Form and attach a Letter of Intent for each SBE that is proposed to participate in the awarded Contract at the time the Response is submitted to the Authority. If a Respondent is a SBE firm, the Respondent must submit a Letter of Intent for the work the Respondent proposes to self-perform and count toward the SBE goal.

C. Eligibility of SBEs

To ensure the eligibility of a SBE firm proposed to participate in the awarded Contract, the firm must be certified as a small owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a DBE by the FLUCP. Proposed SBE firms must be certified at the time Responses are received. A directory of certified DBEs and links to the various agency websites that have directories of certified SBEs are available on the Authority website at www.TampaAirport.com > Business & Careers > Business Opportunities > Small Business Opportunities.

10.12. Disclosure of Authority Records

The Authority owns all records and documents generated by the Awarded Respondent pursuant to the Contract and the Awarded Respondent agrees that it will not, without written approval by the Authority, disclose publicly said records and documents.

10.13. Hold Harmless

Respondent, in responding to this Solicitation, affirms it will hold the Authority harmless from and against all suits, claims, demands, damages, actions and causes of action of any kind or nature in any way arising from this Solicitation process and will pay all expenses in defending any claims made against the Authority.

10.14. Prohibition Against Contracting with Scrutinized Companies

Pursuant to Florida Statute Section 287.135, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of any amount.

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is 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 Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

Each Respondent must complete and return the Scrutinized Company Certification Form included in the Required Forms section of OpenGov for this Solicitation. If the Respondent is found to have submitted a false certification, been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or for any contract for goods or services of \$1 million or more, 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 found to have been engaged in business operations in Cuba or Syria, the Authority may terminate any resulting Contract or award.

10.15.Consent to Inquiry

The determination by Authority as to whether a Respondent is eligible for recommendation for award may include an investigation of all information provided in Respondent's Response and its interview. A final ranking will not be made until all investigations are completed through whatever investigative measures the Authority selects and from any sources deemed by the Authority as necessary and prudent. By submitting a Response, Respondent consents to and agrees to cooperate with any such investigation.

10.16.Non-Discrimination

The Hillsborough County Aviation Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit Responses in response to this Solicitation and Respondents will not be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

10.17.Prohibition Against Consideration of Social, Political or Ideological Interests

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, which state that the Authority may not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible vendor and

that Respondents are further notified that the Authority's governing body may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

11. Insurance Requirements

The Awarded Respondent will be required to provide the insurance coverage and limits as outlined in Attachment A, Sample Contract. The Awarded Respondent's insurance certificate, meeting the minimum requirements specified in the Contract, must be submitted and approved by the Authority within ten (10) calendar days of Contract award by the Authority's Board.

Failure on Awarded Respondent's part to submit the required insurance to the Authority by the required date may result in cancellation of the Contract, and recommended award of the Contract to the qualified Respondent with the next lowest ranked Response.

Self-insurance will only be accepted upon written request and approval by the Authority. In order for the Awarded Respondent's self-insurance program to be considered, the Awarded Respondent must submit the following documents to the Authority for review and approval within ten (10) calendar days of award of Contract by the Authority's Board:

- A. An audited financial statement for the most recent completed fiscal year.
- B. An explanation of how the program is funded.
- C. Number of years the Awarded Respondent has been in business.
- D. Size of the Awarded Respondent (based on number of office locations).
- E. The total dollar amount of claims paid during the past five years.

12. E-Verify Requirement

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Respondent, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Respondent or subcontractor. If the Respondent enters into a contract with a subcontractor, the Respondent must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

13. Response Requirements

13.1. Solicitation Process

This Solicitation will in no manner be construed as a commitment on the part of the Authority to award a Contract. The Authority reserves the right to reject any or all Responses; to waive minor irregularities in this Solicitation process or in the Responses thereto; to re-advertise this Solicitation; to postpone or cancel this Solicitation process; to negotiate, select or procure parts of Services; to change or modify the Solicitation schedule at any time; to negotiate a Contract with another Respondent if a Contract cannot be negotiated with the Recommended Respondent; to reject a Response from a qualified Respondent whose Cost Proposal is higher than the Authority approved budget or estimated project cost; and to make the award in the best interest of the Authority.

13.2. Costs of Preparation

All costs associated with preparing and delivering a Response to this Solicitation and costs associated with interviews that are part of this process will be borne entirely by the Respondent. The Authority will not compensate the Respondent for any expenses incurred by the Respondent as a result of this Solicitation process.

13.3. Solicitation Compliance

It is the responsibility of each Respondent to examine carefully this Solicitation and to judge for itself all of the circumstances and conditions which may affect its Response. Any data furnished by the Authority is for informational purposes only. The Respondent's use of any such information will be at the Respondent's own risk. Failure on the part of any Respondent to examine, inspect, and be completely knowledgeable of the terms and conditions of this Solicitation, and all its attachments, appendices, exhibits and addenda, the operational conditions, or any other relevant documents or information, will not relieve the Respondent from fully complying with this Solicitation. This Solicitation will be awarded only to a Respondent considered to be capable of performing the Services as required in this Solicitation. Authority may declare any Respondent ineligible at any time during the process of receiving Responses or awarding the Solicitation where developments arise which, in the opinion of the Authority, adversely affect the Respondent's competency to perform the Services and to discharge its responsibilities under this Solicitation.

13.4. Questions, Clarifications and Addenda

A. Each Respondent must examine the Solicitation Documents, which incorporates all its addenda, appendices, exhibits and attachments, including the Contract, to determine if the requirements are clearly stated.

B. Respondents are required to register for an account via the Authority's e-Procurement Portal hosted by OpenGov Procurement. Once Respondent has completed their registration, Respondent will receive addenda notifications via email by clicking "Follow" on the Solicitation via the Authority's e-Procurement Portal, located at <https://procurement.opengov.com/portal/tampaairport>. It is the sole responsibility of each Respondent to periodically check the website for any issued addenda at <https://procurement.opengov.com/portal/tampaairport>.

C. All questions and clarification requests concerning the Solicitation Documents, such as discrepancies, omissions and exceptions to any term or condition of the Solicitation Documents, which incorporates all its addenda, appendices, exhibits and attachments, including the Contract, must be submitted via the Authority's e-Procurement Portal, located at <https://procurement.opengov.com/portal/tampaairport> prior to the Question and Clarification Deadline as stated in the Timeline. All answers to questions and clarification requests will be posted on the Authority's e-Procurement Portal. Respondents may also click "Follow" on the Solicitation, via the Authority's e-Procurement Portal, located at <https://procurement.opengov.com/portal/tampaairport>, to receive an email notification when such answers and clarifications are posted. It is the responsibility of the Respondent to check the website for answers to questions and clarification requests.

D. If the Respondent requests modifications to the Solicitation Documents, the Respondent must provide detailed justification for each modification requested. The Authority will determine what changes will be acceptable to the Authority and changes approved by the Authority will be issued in a written addendum as outlined below. No oral interpretation or clarification of the Solicitation Documents will be made to any Respondent. It is the responsibility of the Respondent to verify the Authority received its question, clarification or modification request concerning this Solicitation.

Any issue that may affect the Respondent's ability to submit a Response or to provide the Services may be submitted to the Procurement Agent after the Question and Clarification Deadline. The Authority will determine if the issue affects the Respondent's ability to submit a Response or provide the Services and, if it substantially does so, the Authority will issue an Addendum addressing the issue.

E. All modifications to this Solicitation, including all its addenda, appendices, exhibits and attachments, including the Contract, and any supplemental instructions, will be in the form of written addenda in order that all Respondents will be given the opportunity of proposing to the same specifications. Any issued addenda will be posted on the Authority website with this Solicitation by the date stated in the Timeline.

F. Failure of any Respondent to acknowledge an issued addendum in its Response will not relieve the Respondent from any obligation contained therein.

13.5. Disclosure

The Respondent warrants that any Response submitted is not made in the interest of or on

behalf of any undisclosed party; that the Respondent has not, directly or indirectly, induced any other Respondent to submit a false Response; and that the Respondent has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the Contract for the privileges granted herein.

13.6.Opening

There will be no formal Response opening for this Solicitation. Responses will be opened and evaluated after the Response Deadline stated in the Timeline, above.

13.7.Public Entities

The Authority reserves the right to utilize applicable State of Florida contracts or other approved cooperative contracts for any items or Services covered by this Solicitation when it is in the best interest of the Authority.

The Awarded Respondent agrees to make available to all governmental agencies, authorities, departments, and municipalities the prices submitted with their Response should any governmental agency, authority, department, or municipality (collectively referred to as Public Entities) desire to buy under the awarded Response. Any governmental agency, authority, department or municipality electing to utilize the awarded Response will negotiate their own agreement and coordinate the requirements with the Awarded Respondent.

The Authority will not be responsible for any transactions between the Awarded Respondent and Public Entities that may elect to utilize the awarded Response. All terms, prices and conditions of the awarded Response will apply between the Awarded Respondent and Public Entities utilizing the awarded Response. As a condition of using the awarded Response, the Public Entity and Awarded Respondent shall hold the Authority harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this Solicitation are for the Authority only.

13.8.Supplemental Information

The Authority reserves the right to request any supplementary information from Respondent it deems necessary to evaluate the Respondent's Response and clarify or substantiate any information contained in the Respondent's Response or supplemental information provided by the Respondent as part of the evaluation process.

13.9.File Uploads

All electronic files uploaded must be in a common format accessible by software programs the Authority uses. Such common formats are generally described as Microsoft® Word (.doc or .docx), Microsoft® Excel (.xls or .xlsx), Microsoft® Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf).

Respondent will not secure, password protect or lock uploaded files. The Authority must be able to open and view the contents of uploaded files. Respondent will not disable or restrict the ability of the Authority to print the contents of an uploaded file.

Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading and interpreting the words, drawings, images or sketches.

It is the Respondent's responsibility to ensure the files uploaded to the Authority's software programs are not corrupt.

The Authority may deem any Response that does not meet the criteria stated in this paragraph to be non-responsive.

14. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Respondent and Team's Overall Experience and Qualifications The evaluation of the Respondent includes, at a minimum: a) Overall experience and qualifications, excluding the proposed Principal Counsel's experience outside the Respondent firm, including areas of special expertise; b) Comparable experience to the requirements in this Solicitation and for other similar projects; c) Comprehensive organizational descriptions which include professional history of the Respondent and demonstrate a working knowledge of previous performance of the Services required; d) Commitment to public sector financing transaction services, including the number of Personnel who work in the public arena; e) Comparable experience and resources the Respondent's team provides with respect to airport revenue bonds; passenger facility charge revenue supported bonds; customer facility charge revenue bonds; special purpose facility bonds; and lease purchase financing; f) Experience and expertise with issuance of variable rate debt; and g) Experience in obtaining rulings from the IRS on bond issuance-related matters. Additional Considerations: a) Experience with public-private partnerships; b) Experience providing similar Services to large and medium hub airports and Florida special districts; c) Feedback obtained from Respondent's client references; d) Experience with arbitrage regulations; e) Experience with TIFIA; f) Experience with the Enabling Act that governs the Authority; g) Experience with ad valorem taxation; h) Experience with financing related to non-traditional revenue streams; and i) Other legal services provided by Respondent not directly related to financing transactions.	Points Based	20 (20% of Total)
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2.	Principal Counsel Overall Experience and Qualifications The evaluation of the Respondent includes, at a minimum: a) Overall experience and qualifications of the proposed Principal Counsel, including experience outside the Respondent firm; b) Comparable experience to the requirements of this Solicitation and for other similar projects; c) Comprehensive organization descriptions which include professional history of the proposed Principal Counsel and demonstrate a working knowledge of previous performance of the Services required; d) Comparable experience and resources of proposed Principal Counsel with respect to airport revenue bonds; passenger facility charge revenue bonds; customer facility charge revenue bonds; special purpose facility bonds; and lease purchase financing; e) Experience and expertise with issuance of fixed and variable rate debt; and f) Experience in obtaining rulings from the IRS on bond issuance related matters. Additional Considerations: a) Experience with public-private partnerships; b) Experience providing similar Services to large and medium hub airports and Florida special districts; c) Feedback obtained from Respondent's client references; d) Experience with arbitrage regulations; e) Experience with TIFIA; f) Experience with the Enabling Act that governs the Authority; g) Experience with ad valorem taxation; h) Experience with non-traditional revenue streams; and i) Other legal services provided by Principal Counsel not directly related to financing transactions.	Points Based	20 (20% of Total)
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3.	Approach to the Provision of Services The evaluation of the Respondent includes, at a minimum: a) The Respondent's and team's proposed strategies and approach to the provision of Services; b) Capacity and ability to provide Services; and c) Comprehension of the Services as required by the Authority to include, but not be limited to: regulatory agency rulings, bond ratings and investor meetings, and preparation of offering memorandums. Additional Considerations: a) Effective, proven methodologies that will ensure satisfactory performance and timely completion of Services; b) Understanding and explanation of challenging financial and bond issues that major airport operators may have to address; c) Experience with passenger facility charges and other applicable considerations with respect to airport financing; d) Examples of the Services prepared by the Respondent; e) Inclusion of SBE; f) Providing a Bond Counsel opinion for the issue of a new money tax-exempt transaction; and g) Providing issuer's counsel opinion for the issue of a new money tax-exempt transaction.	Points Based	20 (20% of Total)
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4.	Interviews The evaluation of the Respondent includes, at a minimum: a) Knowledge demonstrated by the Respondent's representatives who attend the interview, including the proposed Principal Counsel; and b) Demonstration and creativity of the conceptual ideas and vision for the Services. Additional Considerations: a) Presentation style which includes interactions among Respondent's representatives; b) Communications with the technical evaluation committee; and c) Clear, qualified answers and comprehensive explanations of relevant prior experience as provided in the Respondent's Response. NOTE: Clarification of information submitted in the Response that is provided in the interview can have an effect on the scores and rankings for other evaluation criteria previously scored.	Points Based	20 (20% of Total)
5.	Fees The fees proposed by the Respondent in the Cost Proposal will be based on a mathematical calculation to obtain scoring for each Response relative to the other Responses received. The focus will be on the Respondent's proposed hourly service rates provided for the proposed Principal Counsel, Line of Credit, and the Bond Issue Transaction Fee based on the estimated financing value of \$300,000,000 over the Term of the Contract, as evaluated relative to the other proposed rates. The hourly service rates for Partner, Associate, Paralegal, and Other are for informational purposes only.	Points Based	20 (20% of Total)

15. Respondent Questionnaire

Respondents shall review and complete the Respondent Questionnaire in its entirety. Failure to complete the Respondent Questionnaire may deem the Response as non-responsive.

15.1. Minimum Qualifications

Minimum qualifications have been established as a basis for determining the eligibility of each submitted Response. A submitted Response will be determined non-responsive and will not be considered unless sufficient documentation is provided to determine whether the Respondent meets the minimum qualifications listed below:

15.1.1. Respondent is registered with the Florida Department of State, Division of Corporations to do business in the State of Florida. (www.sunbiz.org)*

*Response required

15.1.2. Respondent confirms that, if awarded by the Board, Respondent will register with PaymentWorks and select one of the Authority's electronic payment methods.*

☐ Please confirm

*Response required

15.1.3. Respondent is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Section 287.133(3)(d), Florida Statutes. (https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list)*

☐ Please confirm

*Response required

15.1.4. Respondent is NOT listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in business operations in Cuba or Syria, as detailed in the Solicitation Documents. (<https://www.sbafla.com/governance/global-governance-mandates/>)*

☐ Please confirm

*Response required

15.1.5. Respondent confirms it has the ability to obtain the insurance coverage and limits as required in Attachment A, Sample Contract.*

☐ Please confirm

*Response required

15.1.6. Complete the form below to demonstrate Respondent has served as lead bond

counsel on a minimum of four (4) municipal, commercial airport or Florida special district bond issues since July 1, 2020 with at least one such bond issue being for \$300,000,000 or more.*

Please download the below documents, complete, and upload.

- [Lead Bond Counsel Experienc...](#)

*Response required

15.1.7. Respondent has uploaded Official Statement (OS) cover page and the schedule of principal maturities, as is usually presented on the inside cover of the OS, which were filed with the Electronic Municipal Market Access (EMMA) website, a service of the Municipal Securities Rulemaking Board, for at least four (4) of the bond issues listed in Item 1.6 above.*

*Response required

15.1.8. Principal Counsel is licensed in the State of Florida to perform the Services and is a member in good standing with the Florida Bar.*

Upload the license reflecting the Principal Counsel is in good standing.

*Response required

15.1.9. The proposed Principal Counsel has served as lead bond counsel on a minimum of three (3) municipal or Florida special district bond issues since July 1, 2020, including at least one (1) bond issue for \$300,000,000 or more, as well as at least one (1) commercial airport bond issue during the same timeframe. *

Please download the below documents, complete, and upload.

- [Principal Counsel Experienc...](#)

*Response required

15.2. Required Forms

Respondent must complete and submit the information requested below.

15.2.1. Respondent has completed and submitted the Respondent Information Form.*

Please download the below documents, complete, and upload.

- [Respondent Information Form...](#)

*Response required

15.2.2. Respondent proposes the following individual as the Principal Counsel. The Principal Counsel is the individual designated by Respondent that will be responsible for ensuring Respondent complies with all terms and conditions of the Contract, including the Scope of Work detailed in Attachment A, Sample Contract,

Exhibit A, Scope of Work.*

Provide the name, title, office mailing address, phone number and email address for the proposed Principal Counsel.

*Response required

15.2.3. Attest if the Respondent provides services to anyone related to or employed by the Authority, including Authority Board members.*

☐ Yes

☐ No

*Response required

When equals "Yes"

15.2.4. If yes, provide a detailed explanation.*

*Response required

15.2.5. Attest if the Respondent employs any individual related to an employee of the Authority, including Authority Board members.*

☐ Yes

☐ No

*Response required

When equals "Yes"

15.2.6. If yes, provide a detailed explanation.*

*Response required

15.2.7. Has Respondent ever been involved in a bankruptcy or financial reorganization?*

☐ Yes

☐ No

*Response required

When equals "Yes"

15.2.8. If yes, provide a detailed explanation.*

*Response required

15.2.9. Is Respondent involved in any current or pending litigation related to municipal financial services provided by the firm. *

☐ Yes

☐ No

*Response required

When equals "Yes"

15.2.10. If yes, provide a detailed explanation.*

*Response required

15.2.11. Respondent has completed and submitted the Scrutinized Company Certification Form.*

Please download the below documents, complete, and upload.

- [Scrutinized Company Certifi...](#)

*Response required

15.2.12. Respondent has completed and submitted the Acknowledgement of Response Form.*

Please download the below documents, complete, and upload.

- [Acknowledgement of Response...](#)

*Response required

15.2.13. Respondent has completed and submitted the Signature Authority Form.*

Please download the below documents, complete, and upload.

- [Signature Authority Form.docx](#)

*Response required

15.2.14. Respondent has completed and submitted the SBE Assurance and Participation Form.*

Please download the below documents, complete, and upload.

- [SBE Assurance and Participa...](#)

*Response required

15.2.15. Respondent has completed and submitted the Affidavit of Compliance with Anti-Human Trafficking Laws.*

Please download the below documents, complete, and upload.

- [Anti-Human Trafficking Cert...](#)

*Response required

15.2.16. Respondent has provided their W-9. *

*Response required

15.3.Evaluation Criteria - Respondent and Team's Overall Experience and Qualifications

15.3.1.Describe the Respondent's overall experience and qualifications, excluding the proposed Principal Counsel's experience outside the Respondent firm, including areas of special expertise.*

***Response required**

15.3.2.Describe the Respondent's comparable experience to the requirements of this Solicitation and for other similar projects.*

***Response required**

15.3.3.Provide comprehensive organizational descriptions which include professional history of the Respondent and demonstrate a working knowledge of previous performance of the Services required.*

***Response required**

15.3.4.Describe the Respondent's commitment to public sector financing transaction services, including the number of Personnel who work in the public arena.*

***Response required**

15.3.5.Describe the Respondent's comparable experience and resources the Respondent's team provides with respect to airport revenue bonds; passenger facility charge revenue bonds; customer facility charge revenue bonds; special purpose facility bonds; and lease purchase financing.*

***Response required**

15.3.6.Describe the Respondent's experience and expertise with issuance of variable rate debt.*

***Response required**

15.3.7.Describe the Respondent's experience in obtaining rulings from the IRS on bond issuance-related matters.*

***Response required**

15.3.8.Describe the Respondent's experience with public-private partnerships.

15.3.9.Describe the Respondent's experience providing similar Services to medium and

large hub airports and Florida special districts.

- 15.3.10. Provide feedback obtained from Respondent's client references.
- 15.3.11. Describe Respondent's experience with arbitrage regulations.
- 15.3.12. Describe Respondent's experience with TIFIA.
- 15.3.13. Describe Respondent's experience with the Enabling Act that governs the Authority.
- 15.3.14. Describe Respondent's experience with ad valorem taxation.
- 15.3.15. Describe Respondent's experience with financing related to non-traditional revenue streams.
- 15.3.16. Describe other legal services provided by Respondent not directly related to financing transactions.
- 15.3.17. **Miscellaneous Documents**
Respondent may use this area to attach miscellaneous pictures, documents, etc. to provide additional background information for this criteria.

15.4. Principal Counsel Overall Experience and Qualifications

15.4.1. Describe the overall experience and qualifications of the proposed Principal Counsel, including experience outside the Respondent firm.*

*Response required

15.4.2. Provide comparable experience to the requirements of this Solicitation and for other similar projects.*

*Response required

15.4.3. Provide comprehensive organization descriptions which include professional history of the proposed Principal Counsel and demonstrate a working knowledge of previous performance of the Services required.*

*Response required

15.4.4. Provide comparable experience and resources the proposed Principal Counsel provides with respect to airport revenue bonds; passenger facility charge revenue bonds; customer facility charge revenue bonds; special purpose facility bonds; and lease purchase financing.*

*Response required

15.4.5. Describe the proposed Principal Counsel's experience and expertise with issuance of fixed and variable rate debt.*

*Response required

15.4.6. Describe the proposed Principal Counsel's experience in obtaining rulings from the IRS on bond issuance related matters.*

*Response required

15.4.7. Describe the proposed Principal Counsel's experience with public-private partnerships.

15.4.8. Describe the proposed Principal Counsel's experience providing similar Services to large and medium hub airports and Florida special districts.

15.4.9. Describe feedback obtained from Respondent's client references.

15.4.10. Describe the proposed Principal Counsel's experience with arbitrage regulations.

15.4.11. Describe the proposed Principal Counsel's experience with TIFIA.

15.4.12. Describe the proposed Principal Counsel's experience with the Enabling Act that governs the Authority.

15.4.13. Describe the proposed Principal Counsel's experience with ad valorem taxation.

15.4.14. Describe the proposed Principal Counsel's experience with non-traditional revenue streams.

15.4.15. Describe other legal services provided by the proposed Principal Counsel not directly related to financing transactions.

15.4.16. **Miscellaneous Documents**

Respondent may use this area to attach miscellaneous pictures, documents, etc. to provide additional background information for this criteria.

15.5. Approach to the Provision of Services

15.5.1. Provide the Respondent's and team's proposed strategies and approach to providing the Services.*

*Response required

15.5.2. Describe the Respondent's capacity and ability to provide the Services.*

*Response required

15.5.3. Describe Respondent's comprehension of the Services as required by the Authority to include, but not be limited to: regulatory agency rulings, bond ratings and investor meetings, and preparation of offering memorandums.*

*Response required

15.5.4. Describe how the Respondent's methodologies will ensure satisfactory performance and timely completion of the Services.

15.5.5. Describe Respondent's understanding and explain challenging financial and bond issues that major airport operators may have to address.

15.5.6. Describe Respondent's experience with passenger facility charges and other applicable considerations with respect to airport financing.

15.5.7. Provide examples of Services prepared by the Respondent.

15.5.8. Provide inclusion of SBE.

15.5.9. Describe how Respondent provided a Bond Counsel opinion for the issue of a new money tax-exempt transaction.

15.5.10. Describe how Respondent provided issuer's counsel opinion for the issue of a new money tax-exempt transaction.

15.5.11. **Miscellaneous Documents**

Respondent may use this area to attach miscellaneous pictures, documents, etc. to provide additional background information for this criteria.

16. Cost Proposal

The Authority will be accepting electronic submissions of the Cost Proposal Form via the Authority's e-Procurement portal partner, OpenGov Procurement. The Cost Proposal Form must be completed in its entirety and must not be altered in any way. Responses with incomplete or altered Cost Proposal Form will be found non-responsive. The total hourly service rates over the seven-year period will be calculated as the total cost.

Cost will be evaluated only on the hourly service rate for the Principal Counsel, Line of Credit, and Bond Issue Transaction Fee based on the estimated financing value of \$300,000,000 over the Term of the Contract, as evaluated relative to the other proposed rates. The hourly service rates for Partner, Associate, Paralegal, and Other are for informational purposes only.

HOURLY SERVICE RATE - PRINCIPAL COUNSEL

Line Item	Description	Unit of Measure	Hourly Service Rate
1	Contract Year One - March 1, 2026 - February 28, 2027	Hourly	
2	Contract Year Two - March 1, 2027 - February 29, 2028	Hourly	
3	Contract Year Three - March 1, 2028 - February 28, 2029	Hourly	
4	Contract Year Four - March 1, 2029 - February 28, 2030	Hourly	
5	Contract Year Five - March 1, 2030 - February 28, 2031	Hourly	
6	Renewal - March 1, 2031 - February 28, 2033	Hourly	

LINE OF CREDIT

Line Item	Description	Unit of Measure	Flat Fee Rate
1	Contract Year One - March 1, 2026 - February 28, 2027	Flat Fee	
2	Contract Year Two - March 1, 2027 - February 29, 2028	Flat Fee	
3	Contract Year Three - March 1, 2028 - February 28, 2029	Flat Fee	
4	Contract Year Four - March 1, 2029 - February 28, 2030	Flat Fee	
5	Contract Year Five - March 1, 2030 - February 28, 2031	Flat Fee	
6	Renewal - March 1, 2031 - February 28, 2033	Flat Fee	

BOND ISSUE TRANSACTION FEE

(Amount per \$1,000 of par value) x \$300,000,000

Line Item	Description	Unit of Measure	Percentage Fee
1	Contract Year One - March 1, 2026 - February 28, 2027	Percentage	
2	Contract Year Two - March 1, 2027 - February 29, 2028	Percentage	
3	Contract Year Three - March 1, 2028 - February 28, 2029	Percentage	
4	Contract Year Four - March 1, 2029 - February 28, 2030	Percentage	
5	Contract Year Five - March 1, 2030 - February 28, 2031	Percentage	
6	Renewal - March 1, 2031 - February 28, 2033	Percentage	

HOURLY SERVICE RATE - PARTNER

Line Item	Description	Unit of Measure	Hourly Service Rates
1	Contract Year One - March 1, 2026 - February 28, 2027	Hourly	
2	Contract Year Two - March 1, 2027 - February 29, 2028	Hourly	
3	Contract Year Three - March 1, 2028 - February 28, 2029	Hourly	
4	Contract Year Four - March 1, 2029 - February 28, 2030	Hourly	
5	Contract Year Five - March 1, 2030 - February 28, 2031	Hourly	
6	Renewal - March 1, 2031 - February 28, 2033	Hourly	

HOURLY SERVICE RATE - ASSOCIATE

Line Item	Description	Unit of Measure	Hourly Service Rates
1	Contract Year One - March 1, 2026 - February 28, 2027	Hourly	
2	Contract Year Two - March 1, 2027 - February 29, 2028	Hourly	
3	Contract Year Three - March 1, 2028 - February 28, 2029	Hourly	
4	Contract Year Four - March 1, 2029 - February 28, 2030	Hourly	
5	Contract Year Five - March 1, 2030 - February 28, 2031	Hourly	
6	Renewal - March 1, 2031 - February 28, 2033	Hourly	

HOURLY SERVICE RATE - PARALEGAL

Line Item	Description	Unit of Measure	Hourly Service Rates
1	Contract Year One - March 1, 2026 - February 28, 2027	Hourly	
2	Contract Year Two - March 1, 2027 - February 29, 2028	Hourly	
3	Contract Year Three - March 1, 2028 - February 28, 2029	Hourly	
4	Contract Year Four - March 1, 2029 - February 28, 2030	Hourly	
5	Contract Year Five - March 1, 2030 - February 28, 2031	Hourly	
6	Renewal - March 1, 2031 - February 28, 2033	Hourly	

HOURLY SERVICE RATE - OTHER (SPECIFY)

Line Item	Description	Unit of Measure	Hourly Service Rates	Position Title
1	Contract Year One - March 1, 2026 - February 28, 2027	Hourly		
2	Contract Year Two - March 1, 2027 - February 29, 2028	Hourly		
3	Contract Year Three - March 1, 2028 - February 28, 2029	Hourly		
4	Contract Year Four - March 1, 2029 - February 28, 2030	Hourly		
5	Contract Year Five - March 1, 2030 - February 28, 2031	Hourly		
6	Renewal - March 1, 2031 - February 28, 2033	Hourly		