

**CHESAPEAKE BAY BRIDGE and TUNNEL DISTRICT**

REQUEST FOR PROPOSALS

FOR

**LEGAL SERVICES**

PROPOSAL NUMBER: A-23-001

ISSUED: September 20, 2023

**Legal Services  
Request for Proposals  
Chesapeake Bay Bridge and Tunnel District**

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## **1. Introduction**

- 1.1.** The Chesapeake Bay Bridge and Tunnel District, a political subdivision of the Commonwealth of Virginia, is seeking proposals from Firms to serve as legal counsel to the District and its governing body, the Chesapeake Bay Bridge and Tunnel Commission.
- 1.2.** The words defined in this section shall have the meanings set forth below throughout this Request for Proposals (RFP). The term “Firm” shall be deemed to mean an individual practitioner of law carrying on a full-time law practice or a group of practitioners of law carrying on a full-time law practice. The term “Offerors” shall be deemed to mean any Firm submitting a proposal under this RFP.

## **2. General Description**

The Chesapeake Bay Bridge-Tunnel District (CBBTD) is a 20-mile-long vehicular toll crossing of the lower Chesapeake Bay. The facility carries US 13, the main north-south highway on Virginia's Eastern Shore, and provides the only direct link between Virginia's Eastern Shore and south Hampton Roads, Virginia. The crossing consists of a series of four-lane low-level trestles and bridges that are connected by two approximately one-mile-long two-lane tunnels beneath Thimble Shoal and Chesapeake navigation channels. The manmade islands, each approximately 5.25 acres in size, are located at each end of the two tunnels. There are also high-level bridges over two other navigation channels: North Channel Bridge and Fisherman Inlet Bridge. Finally, between North Channel and Fisherman Inlet, the facility crosses at-grade over Fisherman Island, a barrier island that includes the Fisherman Island National Wildlife Refuge administered by the U. S. Fish and Wildlife Service. Toll collection facilities are located at each end of the facility.

The CBBTD is governed by the Chesapeake Bay Bridge Tunnel Commission. The Commission normally meets on the second Tuesday of every other month for approximately two hours. The Commission meetings are held at the District's administrative offices located at Wise Point, Northampton County, Virginia.

The CBBTD's general counsel, Mr. Hugh L. Patterson of Willcox and Savage, is retiring effective January 1, 2024, and thereby the Commission and CBBTD is issuing this RFP for legal services.

## **3. Scope of Services**

The Services to be provided to the District under an annual retainer involve attendance at bi-monthly and called meetings of the Commission and the providing of counsel on such

matters as the Virginia Freedom of Information Act, the Virginia Public Procurement Act, employment law, contracts, real estate, construction law and other matters that may require routine legal opinions, guidance, and advice for the Commission and staff from time to time.

Services and counsel to be provided shall include but are not limited to:

- a) employment law matters,
- b) District's Public Procurement Policy,
- c) District's Public Private Transportation Act,
- d) Virginia Freedom of Information Act,
- e) Virginia Code and Acts of the Assembly,
- f) Construction law dispute resolution up to and including arbitration and court litigation,
- g) Real estate law

#### **4. Contract Term**

This Contract shall be an initial three-year term, with renewable additional three-year periods upon mutual agreement of both parties.

#### **5. Submittal and Evaluation Criteria**

##### **5.1. Firm's General Information (10 Points)**

Provide a description of the Firm's general information as outlined below:

- Location of Office that will be primarily responsible for providing counseling to the District
- Number of employees Firm-wide
- Total years in business
- Number of employees in Virginia
- Number of attorneys listed by discipline

##### **5.2. Firm's Experience Providing Similar Types of Services (50 points)**

Describe the Firm's experience, expertise, and qualifications in providing the following client service disciplines in the Commonwealth of Virginia:

- Local Government
- Transportation
- Public Private Transportation Act
- Public Procurement Act
- Employment Law

- Construction Law
- State Court Litigating
- Federal Court Litigating

Provide a minimum of three (3) examples that detail the above mentioned disciplines by clients in the last three (3) years:

- Client
- Year(s) of the contract with Client
- Description of services provided by the Firm
- Point of Contact
- Phone Number for Point of Contact

### **5.3. General Counsel Qualifications and Expertise (40 Points)**

Give a description of the General Counsel expertise, experience, and qualifications in providing services as related to the Scope of Work. General Counsel is defined as the Counsel to whom the client will be represented by and who will be managing the client relationship and coordinating the disciplines based on client needs.

Provide a minimum of three (3) examples where the General Counsel is managing and coordinating the disciplines for the client.

- Client
- Year(s) of the contract with Client
- Description of services provided by the General Counsel
- Point of Contact
- Phone Number for Point of Contact

## **6. Submittal Requirements**

### **6.1. Interpretation of Documents**

Any comments or questions concerning this Request for Proposals shall be directed to the Point of Contact, and be received at least ten (10) days prior to receipt of proposal due date. Answers will be provided at least five (5) days prior to the submittal date. The District is not responsible for any explanation, clarification or approval made or given in any manner except by addendum. A copy of each addendum will be posted on the CBBT website ([www.cbbt.com](http://www.cbbt.com)) and it shall be the responsibility of each offeror to verify that all addendums have been received and incorporated into their respective Proposal. Any addenda so issued are to be considered part of the Request for Proposal.

## 6.2. Submittal Format and Limitations

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Firm's (or the team's) capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Under no circumstances shall the proposal exceed a total of sixty (60) pages.

All pages shall be 8 ½" X 11" and printed on one side, with single-spaced type no smaller than 12 pitch. Graphics, organizational charts and similar material may use 11" X 17" sheets folded to 8 ½" X 11".

## 6.3. Submittal Deadline

All information must be submitted with one (1) digital and five (5) paper copies and received no later than October 20, 2023, at 4:00 pm. Responses received after this time will not be considered.

All questions, correspondence and submittals shall be directed to:

Point of Contact: Jeffrey B. Holland.  
Executive Director  
Chesapeake Bay Bridge and Tunnel District  
32386 Lankford Highway  
Cape Charles, Virginia 23310  
(757) 331-2960

[jholland@cbbt.com](mailto:jholland@cbbt.com)

## 7. Schedule

Item	Description	Date
1	Issue Request for Proposals	September 20, 2023
2	Submittal of Questions	October 10, 2023
3	Issuance of Answers/Addendum(s) to Questions	October 16, 2023
4	Submittal of Proposals	October 20, 2023
5	Notification to Short-Listed Firms	October 27, 2023

<b>6</b>	Short-List Interviews	November 6-9, 2023
<b>7</b>	Commission Award of Legal Services	November 14, 2023

## **8. Selection and Award of Contract**

The District will evaluate RFPs in accordance with the criteria outlined in Section 5.0 and short-list the most qualified Firms for interviews. Interviews will be conducted by the Commission Chairman, the District Executive Director, and both District Deputy Executive Directors. At a minimum, short listed Firms will be expected to have the proposed general counsel present at the interview. The District will provide guidance to the interview requirements at the time of short-list notification. Upon completion of the interviews, the District will engage discussions with two or more Firms deemed the most qualified to provide the services outlined in the RFP and will conduct negotiations with the selected Firms for award of a contract. The District reserves the right to not award contract based on this solicitation if it is considered to be in the best interest of the District.

## **9. Insurance Requirements**

- a. The Firm shall provide the District Certificates of Insurance providing the following:
  - i. Certification of insurance for a general liability policy, including products liability on an occurrence basis:
    - Combined Single Limit \$1,000,000
    - General Aggregate Limit \$2,000,000
  - ii. Certification of insurance for a Worker's Compensation Insurance policy, meeting the requirements of the Worker's Compensation Laws of the Commonwealth of Virginia.
  - iii. Certification of Insurance for an automobile liability policy for vehicles used by the Contractor in connection with the said Contract.
    - Combined Single Limit \$1,000,000
    - General Aggregate Limit \$2,000,000

## **10. Miscellaneous Provisions**

### **10.1. Non-Discrimination**

During the performance of this Contract, Firm agrees as follows:

- a. Firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except when religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Firm. The Firm agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

- b. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Firm shall include the provisions of the foregoing Paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor vendor.

#### **10.2. Drug-Free Workplace**

The following shall apply for every Contract over \$10,000 in value:

- a. During the performance of this Contract, Firm agrees to (i) provide a drug-free workplace for the Firm's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Firm that Firm maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.
- b. For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific Contract awarded to Firm in accordance with these General Provisions, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

#### **10.3. Employee Identification**

All employees that are required to access sensitive areas shall be required to sign a blanket release form provided by the District authorizing the District to conduct an in-depth background investigation on all personnel working on the project. Additionally, a photo ID



and a social security card or proper immigration identification, as appropriate, shall be provided by all employees for examination upon request by the District.

#### **10.4. Cost Proposals Not Accepted**

The District will not consider for award any cost proposals submitted by any Firms and will not consent to subcontracting any portions of the contract to any Subcontractor in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

#### **10.5. Civil Rights Acts Compliance – Title VI**

The Chesapeake Bay Bridge and Tunnel District (District), 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 bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The District assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The Firm and all Subcontractor selected for this project will be required to submit a Title VI Evaluation Report within ten (10) work days of notification of selection when requested by the District. This requirement applies to all consulting Firms when the contract amount equals or exceeds \$10,000. The District's Title VI Implementation Plan, and forms, can be found on the District's website: [www.cbbt.com/title-vi/](http://www.cbbt.com/title-vi/)

#### **10.6. Discrimination Disclaimer**

The District does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

#### **10.7. Critical Infrastructure Information/Sensitive Security Information (CII/SSI):**

1. Contract documents or project material containing CII/SSI in whole or in part are subject to the terms of this Section and comply with the requirements of CII/SSI Guide. This guide can be located at; <http://www.virginiadot.org/business/const/CII-CriticalStructureInformation.asp>.
2. Firm shall be responsible for safeguarding Critical Infrastructure/Sensitive Security Information (CII/SSI) (as defined in the VDOT CII/SSI Policy) in their custody or under their control. Individuals are responsible for safeguarding CII/SSI entrusted to

them. The extent of protection afforded CII/SSI shall be sufficient to reasonably foreclose the possibility of its loss or compromise.

3. Firm shall ensure that all employees using this information are aware of the prohibition against disclosing CII/SSI in any manner (written, verbal, graphic, electronic, etc.) that permits interception by unauthorized persons.

4. Firm shall protect CII/SSI at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it. Each person who works with protected CII/SSI is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it.

5. The use and storage of CII/SSI shall conform to the following guidelines: During working hours, reasonable steps shall be taken to minimize the risks of access to CII/SSI by unauthorized personnel. After working hours, CII/SSI shall be secured in a secure container, such as a locked desk, file cabinet or facility where contract security is provided.

6. The reproduction of CII/SSI documents or material containing CII/SSI shall be kept to the minimum extent necessary consistent with the need to carry out official duties. The reproduced CII/SSI material shall be marked and protected in the same manner as the original material.

7. Material containing CII/SSI shall be disposed of by any method that prevents unauthorized retrieval. (e.g. shredding, burning, returning to original source, etc.)

8. CII/SSI shall be transmitted only by US first class, express (US Postal, FedEx, UPS, etc.), certified or registered mail, or through secure electronic means.

9. The portions of the documents that are marked as CII/SSI are not subject to disclosure under Code of Virginia §2.2-3705.2, and may not be released except with written permission from the District. Unauthorized release or reproduction of these documents may result in civil penalty or other legal action.

10. By copying, downloading, or receiving a copy of any documentation containing CII/SSI, or any part thereof, the CM or any other recipient acknowledges and agrees to the terms of this Section and will advise any individual using these documents, or any part thereof, that they, too, shall be responsible for safeguarding the CII/SSI in their custody or under their control. All costs associated with performing these CII/SSI requirements are the responsibility of the prime Firm.

11. In the event of loss, suspected loss or compromise of any District CII/SSI material, the Firm having possession of the said CII/SSI material will immediately upon having knowledge of the loss, suspected loss or compromise of any District CII/SSI material, notify the District. If the loss is a result of a theft or suspected theft, of either the actual CII/SSI material or any device containing or storing CII/SSI material, the Firm will immediately file a report with a law enforcement agency having jurisdiction and forward a copy of the report to the District.)

12. Firm shall include the terms of this Section and comply with the CII/SSI Guide, in any further dissemination of any contract documents or project materials containing CII/SSI in whole or in part, and in all subcontracts awarded under this contract.