



REQUEST FOR QUALIFICATIONS (RFQ)

FOR

LEGAL SERVICES

THEA PROJECT No.: L-1923

RFQ Issue Date: 10/30/2023

RFQ Response Due Date: 12/12/2023

RESPONSIBLE DEPARTMENT

Amy E. Lettelleir, Esq.
General Counsel

PROCUREMENT DEPARTMENT

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I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (the “Authority”) is soliciting Request for Qualifications (RFQ) from firms qualified and interested in providing legal services on all legal matters in connection with Governmental Counsel Services, Governmental Procurement Services, Labor and Employment Law, Real Estate Law, Construction Law, Cyber Security Law and General Litigation Services.

II. SCOPE OF SERVICES

The purpose of this solicitation is to establish a panel of law firms that can provide a range of legal services to the Authority. In each practice area, these services may include but are not limited to:

- Provide expertise in the specific area of law relevant to the Authority’s needs. Demonstrate a comprehensive understanding of applicable laws, regulations and industry standards.
- Represent the Authority in legal proceedings, including negotiations, arbitration, mediation, and litigation, as required. Including preparing legal documents, contracts, and agreements on behalf of the Authority.
- Offer proactive legal strategies to mitigate risk and ensure compliance.
- On an as needed basis, conduct legal research to stay current on legal developments, analyze complex legal issues and provide recommendations to the Authority.
- Assist the Authority in understanding and adhering to relevant laws and regulations. Develop compliance programs and policies where necessary.
- In each practice area, provide other legal services as may be requested from time to time.

III. INSTRUCTIONS TO FIRMS

1. The Authority must receive all submittals per Section VIII. Schedule of Events. Any submittal received after the stated time and date shall not be considered. It shall be the sole responsibility of the firm to have its package delivered to the Authority. Delay in delivery shall not be the responsibility of the Authority. Submittals received after the deadline shall not be considered and may be returned only at the firm’s expense.
2. Each firm shall examine all documents and shall determine all matters relating to the interpretation of such documents.
3. Font size shall not be less than 11 point font and type must be Times New Roman. The response shall be indexed and all pages sequentially numbered. All pages and

appendices must be combined into one PDF. The response shall be limited to fifteen (15) single sided, 8 ½” by 11” pages, exclusive of the following:

- Transmittal Letter
- Front and back cover and divider sections
- Required forms to be completed
- Key staff resumes
- References
- Summary of services and fees

4. One (1) pdf of the submittal must be delivered per Section VIII., Schedule of Events and clearly labeled, "L-1923 Legal Services Submittal," and sent or delivered to:

Shannon Bush
Contracts and Procurement Manager
Procurement@tampa-xway.com

5. The response shall clearly indicate the legal name, Federal taxpayer identification number, address, and telephone number of the firm. The person signing the response on behalf of the firm shall have the authority to bind the firm to the submitted response.
6. The Authority shall not be liable for any expenses incurred in the preparation of the response.
7. The Authority reserves the right to accept or reject any or all responses, to waive irregularities and technicalities, and to request resubmission or to re-advertise for all or any part of the services. The Authority shall be the sole judge of the submittals and the resulting negotiated agreement that is in the Authority's best interest, and the Authority's decision shall be final.
8. Joint responses will not be accepted.
9. The successful firms shall be required to execute an agreement, in form and content acceptable to the Authority, indemnifying and holding harmless the Authority, its officials, officers, employees, and agents from all claims.

IV. QUESTIONS ABOUT THIS REQUEST FOR QUALIFICATIONS (RFQ):

All requests for interpretation, clarification or questions about the procurement process or the services must be in writing, addressed to the Authority, Procurement Department at Procurement@tampa-xway.com.

To be considered, such requests must be received no later than the date and time stated for the Deadline for Respondent's Submission of Questions to the Authority referenced in Section VIII, Schedule of Events.

THEA will not make any oral response to requests for interpretation, clarification or questions about the solicitation process or the services but will do so in writing. Any questions regarding this advertisement must be sent in writing to the Authority, Attention Procurement Department at procurement@tampa-xway.com.

V. COMMUNICATIONS/CONE OF SILENCE:

Respondents or persons acting on their behalf may not contact members of the Evaluation Committee, other Authority staff, Authority officers or Authority Board Members, or the consultants representing the Authority with this solicitation and services once the advertisement of the solicitation has been published and until the Authority's Board of Directors has made a final decision regarding the award of the contract.

Any communications regarding this advertisement must be sent in writing to the Authority, Attention: Procurement Department at procurement@tampa-xway.com.

Violation of this provision shall cause the firm's submittal to be rejected and disqualified from further consideration.

VI. QUALIFICATIONS:

The response to the RFQ shall include, but not be limited to, responses to the following requirements:

A. Transmittal Letter, summarizing the key points in the RFQ which is signed by an officer of the firm who is responsible for committing the firm's resources. The letter should include the following (two (2) page limit):

1. Name of the firm submitting the response.
2. Name, title and contact information of the individuals with responsibility for the response and to whom matters regarding the response should be directed.
3. Mailing address.
4. Telephone and e-mail address of the firm's primary contact.
5. Brief narrative of the firm's qualifications to provide legal services to the Authority.

B. Firm's Experience and Capabilities

This section shall demonstrate the firm's experience in connection with Government Counsel Services, Governmental Procurement Services, Labor and Employment Law, Real Estate Law, Construction Law, Cyber Security Law and General Litigation Services. Knowledge of federal, state and local laws relating to legal services will be considered.

Provide a description of the capabilities, experience and expertise of the firm as a whole in the following aspects of legal services:

1. A brief description of the firm's ability to provide prompt, sound and quality legal services in each of the specialty practice areas.
2. The experience of the firm in assisting governmental agencies in the development and implementation of comprehensive legal services.
3. A list of at least three (3) references the Authority may contact in order to assist in the evaluation of your past performance of legal services for Florida governmental agencies. Preferably the references will include transportation/toll agencies and Florida clients with significant capital programs for which the firm has served as legal counsel over the past three (3) years. For each reference listed the information provided shall consist of the following:
 - Name and mailing address of the governmental entity
 - Name and telephone number of the contact person within said governmental entity
4. Any additional information which would be beneficial to the Authority in evaluating the firm's qualifications to serve as legal counsel. Unnecessarily elaborate special brochures, artwork, expensive paper, and expensive visual and other presentation aids are neither required nor desired. It is recognized that existing documents or brochures, such as those that delineate the firm's general capabilities and past experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

C. Qualifications of Key Personnel

Provide qualifications of, and clearly indicate, the key personnel assigned to perform the day-to-day legal services. Also indicate who will be designated as the contact person for the firm's response and who will be the staff person primarily responsible for ensuring the proper performance of the services to be rendered. For each member of the professional staff proposed to be assigned to this engagement, at a minimum provide the following information:

1. A brief one-page resume of the professional experience and qualifications of the individuals.

2. Any applicable license(s) or other credentials held and the number of years held by each key professional.
3. An outline of the proposed function of the individuals in the proposed engagement.
4. A description of the accessibility and availability of the individuals during the course of the engagement.
5. The office location to which the individuals are assigned.

D. Approach to Assignment

This section shall clearly demonstrate the firm's understanding of the work to be performed in each specialty area and as detailed in the Scope of Services.

Describe how the firm would approach the engagement. Also provide a description of past experience with the Authority or comparable transportation/toll agencies or Florida governmental agencies. Describe specific results achieved and how they were accomplished.

Indicate the office from which services will be rendered. If professional staff from outside the greater Tampa Bay area will be utilized, discuss how services will be coordinated and who will bear travel expenses.

- E. Complete all required forms (EXHIBITS A – C).

VII. SELECTION PROCESS

The selection process for this RFQ will consist of the following.

EVALUATION CRITERIA:

The response packages will be scored by the Evaluation Committee. The maximum points to be earned in the evaluation are one hundred (100) points per evaluator.

Scoring of responses will be as follows:

<u>Criteria</u>	<u>Points</u>
Firm Experience and Capabilities	30
Qualifications of Key Personnel	35
Approach to Assignment	<u>35</u>
TOTAL	100

FINAL SELECTION:

The firms with the highest scores, based on the Evaluation Committee’s evaluation, will be presented to the Authority’s Board of Directors for consideration and approval. Firms are not required to attend; however, the meeting is open to the public. The Authority’s Board of Directors has the right to correct any errors in the evaluation and selection process that may have been made. The Authority is not obligated to award the contract and the Authority’s Board of Directors may decide to reject all responses.

After approval of the final ranking of the firm(s) and award of the contracts by the Authority’s Board of Directors, the results will be posted on the Authority’s website and the DemandStar system per the dates in section “VIII. SCHEDULE OF EVENTS.”

VIII. SCHEDULE OF EVENTS

DATE	DESCRIPTION	LOCATION
10/30/2023, by 5:00 PM	Advertisement of RFQ Published	THEA Website & Demandstar
11/15/2023, by 9:00 AM	Deadline for firms submission of questions to the Authority	Email to Procurement@tampaxway.com
11/29/2023, by 5:00 PM	Deadline for the Authority to respond to the firms questions	THEA Website & Demandstar
12/12/2023, by 12:00 PM	Deadline for submittal of responses to the RFQ	Email to Procurement@tampaxway.com
1/4/2024, by 12:00 PM	Evaluation Committee submits scoring of responses to the RFQ to the Authority’s Procurement Office	Email to Procurement@tampaxway.com
1/9/2024, @ 1:15 PM	Evaluation Committee confirm ranking and discussion of responses to the RFQ	In- Person Meeting: THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
1/10/2024, by 5:00 PM	Posting of Notice of Intended Final Ranking	THEA Website & Demandstar
1/22/2024, @ 1:30 PM	Board Approval of Final Ranking and Award of Contracts	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
1/24/2024, by 5:00 PM	Posting of Final Ranking	THEA Website & Demandstar

IX. SELECTION AWARD

After the evaluation is completed, the Authority’s evaluation committee will make a recommendation to the Board.

X. TERMS AND CONDITIONS

The Authority reserves the right to reject all responses, any response not conforming to this RFQ, and to waive any irregularity or informality with respect to any response. The Authority further reserves the right to request clarification of information submitted and to request additional information from one or more firms.

The Authority requires that the firms selected will not discriminate under the contract against any person in accordance with federal, state, and local governments' regulations.

The Authority requires the firms selected make an affirmative statement to the effect that their retention shall not result in conflict of interests with respect to the Authority.

The Authority requires that the firms make an affirmative statement to the effect that they have not contacted, or attempted to contact, any member of the Board of Directors, or Authority staff, except as expressly permitted in the RFQ.

XI. STATEMENT ON PUBLIC ENTITY CRIMES

Failure of a firm to certify the firm as free from any "public entity crime" as defined in the Florida Statutes, Subsection 287.133 shall result in rejection or disqualification of the response. (See Exhibit A)

XII. DRUG-FREE WORKPLACE

Failure of a firm to certify the firm as a drug-free workplace in accordance with Florida Statutes, Subsection 287.087 shall result in rejection or disqualification of the response. (See Exhibit B)

EXHIBIT A

**SWORN STATEMENT UNDER SECTION 287.133 (3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted by _____ as
_____ of
_____ whose business address is
_____ and (if applicable)
its Federal Employer Identification Number (FEIN) is _____.
2. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of _____, the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

By

Date

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day
of _____, 20____, by
_____ who is personally known to me or who produced a
_____ as identification and who did take an oath.

Notary Public

My commission expires:

EXHIBIT B

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Firm's Signature

Date

EXHIBIT C

CONFLICT OF INTEREST STATEMENT

Check one of the boxes below:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this solicitation.

OR

- The undersigned firm, by attachment to this form, submits information which **may** be a potential conflict of interest due to other clients, contracts or property interest for this solicitation.

BIDDER:

By: _____
Authorized Signature

Printed Name of Signer

Title of Signer

Date Signed

EXHIBIT D

INSURANCE REQUIREMENTS, COVERAGES and LIMITS
for
Tampa-Hillsborough County Expressway Authority

Consultants, Contractors and Vendors, hereinafter referred to collectively and individually as “Insured” conducting business with the Tampa-Hillsborough County Expressway Authority, “THEA” are required to maintain adequate insurance coverage and provide insurance certification to THEA.

A. INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, THEA retains the right to approve or disapprove the use of the insurer.
- 2) Insured’s liability policies, other than the Workers' Compensation and Professional Liability, shall provide that THEA, its officials, officers and employees are additional named insureds as to the operations of the Insured under the contract.
- 3) Insured’s liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insureds" provision).
- 4) The Insured’s Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The Insured’s Certificate of Insurance(s) shall state the description of the operations, i.e., “Name of Agreement” between THEA and “Name of Insured” and shall state the contract number assigned for the contract between THEA and the Insured.
- 6) The Insured shall deliver to THEA, within ten (10) days from the receipt of a Notice of Award of the contract, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Three years’ completed operations coverage may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier.

- 8) Aggregate Policy Limits on policies required of Insured shall apply exclusively for the contract.
- 9) Insured authorizes THEA to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At THEA'S request, Insured shall provide copies of the policies at no cost to THEA, subject to redaction by the Insured of any proprietary information.
- 10) All insurance coverages of the Insured shall be primary to any insurance or self-insurance programs carried by THEA; and any THEA insurance or coverages shall not be contributory to Insured's insurance requirements in the contract.
- 11) The insurance coverages and limits required of the Insured under the contract are designed to meet the minimum requirements of THEA. They are not designed as a recommended insurance program for the Insured. The Insured alone shall be responsible for the sufficiency of its own insurance program.
- 12) All policies of insurance required herein will be specifically endorsed to require the insurer provide THEA with thirty (30) days notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in the Insured, except for the application of the Aggregate Limits Provisions.

The endorsement will specify that such notice will be sent to:

Tampa-Hillsborough County Expressway Authority, (THEA)
Contracts & Procurement Manager
1104 East Twiggs St, Suite 300
Tampa, FL 33602

- 13) THEA accepts no responsibility for determining whether the Insured's insurance is in full compliance with the insurance required by the contract. Neither the approval by THEA nor the failure to disapprove the insurance furnished by the Insured will relieve the Insured of their full responsibility to provide the insurance required by the contract.
- 14) If the Insured fails to provide or maintain the insurance coverages required in the contract, THEA may terminate or suspend the contract, or, at the THEA'S sole discretion, may obtain such coverages and invoice the Insured and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from Insured invoice. The decision of THEA to purchase such insurance coverages shall in no way be construed as a waiver of its rights under the contract.
- 15) Insured shall fully comply with the insurance requirements of the contract unless excused in writing by THEA. Any deductible applicable to any claim shall be the responsibility of the Insured.
- 16) Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company that to their knowledge, as of the date of the contract, there are no pending claims or legal actions against the Insured, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.

- 17) Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to THEA without restrictive endorsement.
- 18) The Insured will not commence work, use or occupy THEA premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to THEA has been provided to THEA and THEA has granted permission to the Insured to commence work or use or occupy the premises in connection with the contract.
- 19) Upon request, the Insured shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA'S review and inspection. In the event of cancellation or non-renewal of this insurance, the Insured agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverage is obtained with retroactive coverage applicable as of the date the Insured services started under the contract.
- 20) All insurance minimum coverage limits extend to any subcontractor and the Prime INSURED is responsible for all subcontractors.

B. INSURANCE COVERAGES and LIMITS:

For the term of the contract the Insured shall procure and maintain insurances of the types and limits specified herein.

- 1) **Workers' Compensation and Employers' Liability Insurance** - The minimum limits of Worker's Compensation/Employer's Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Workers' Compensation	Florida Statutory Requirements
Employers' Liability	
Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000

- 2) **Commercial General Liability Insurance** - The minimum limits of Commercial General Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

General Aggregate	\$1,000,000
Per Person	\$1,000,000
Each Occurrence	\$2,000,000

Personal Injury	\$1,000,000
Property Damage	\$1,000,000
Products & Completed Operations	\$1,000,000

The General Aggregate Limit must be specifically applicable to the contract between THEA and the Insured.

The Certificate must reflect whether the policy is “claims made” or “occurrence”.

Products & Completed Operations coverage to be maintained for three (3) years after final completion of the work under the contract.

- 3) **Business Automobile Liability Insurance** - The minimum limits of Business Automobile Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) covering ownership, maintenance, use, loading and unloading of all its owned, non-owned, leased or hired vehicles are:

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	\$1,000,000
Bodily Injury & Property Damage Combined	\$1,000,000

- 4) **Umbrella Liability Insurance or Excess Liability Insurance** – Umbrella Liability Insurance or Excess Liability Insurance must provide the same coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits.

Bodily Injury & Property Damage Combined	
Each Occurrence	\$2,000,000
Aggregate (specific to the contract)	\$2,000,000
Aggregate (not specific to the contract)	\$1,000,000

- 5) **Professional Liability Insurance, also known as “Errors and Omissions”**. The minimum limits of Professional Liability Insurance covering all work of the Insured without any exclusions unless approved in writing by THEA are:

Professional Liability	
Each Claim	\$1,000,000
Aggregate	\$1,000,000

Any deductible applicable to any claim shall be the responsibility of the Insured and shall not be greater than \$100,000 unless approved by THEA in writing. This coverage shall be maintained by the Insured for a period of not less than three (3) years from the date the Insured has completed and THEA has accepted the services under the contract.

- 6) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required **only** if specifically stated in the Instructions and Submittal Documents package.

If required, the minimum limits of Environmental Impairment (Pollution) Liability insurance coverage (inclusive of any amount provided by an umbrella or excess policy) for liability resulting from pollution or other environmental impairment in connection with operations performed by or on behalf of Insured under the contract or the use or occupancy of THEA premises by or on behalf of the Insured are:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000