



Connecticut Port Authority

Request for Proposals

State Pier New London

Stage No. 4 – CVRR Pier - Northwest Quay and Central Wharf Platform Repairs

For

Consulting Engineering Services

RFP No. 17CPA005PS

Key Dates:

Questions Due: Wednesday, April 19, 2017

RFP Submission Deadline: Tuesday, May 2, 2017

TABLE OF CONTENTS

	Page
1. INTRODUCTION	1
1.1 Introduction/Purpose.....	1
1.2 Request for Proposals Format	1
1.3 Defined Terms	1
2. PROJECT BACKGROUND	3
2.1 Background.....	3
2.1.1 State Pier Complex Facility	3
2.2 Proposals.....	4
2.2.1 Services	4
2.2.2 Insurance Requirements	5
2.3 Services Agreement.....	5
2.3.1 Contract Term	5
2.3.2 Equipment and Operations Requirements	5
2.3.3 Contractor's Continuing Responsibility	5
2.3.4 Basis of Payment	6
2.3.5 Affidavit Concerning Consulting Fees.....	6
2.3.6 Contractor's Certification Concerning Gifts	6
3. PROCUREMENT PROCESS	6
3.1 Schedule.....	6
3.2 Site Visit.....	7
3.3 Document Review	7
3.4 Authority' Rights and Options.....	7
3.5 Cost of Proposal Preparation	8
3.6 Communications	8
3.7 Accuracy of RFP and Related Documents	9
3.8 Withdrawal from Procurement Process	9
3.9 Public Records.....	10
3.10 Notification of Award	10
3.11 Price and Payment.....	10
4. EVALUATION PROCESS	10
4.1 Selection Committee.....	10
4.2 Conformance Review.....	11
4.3 Evaluation Criteria.....	11

TABLE OF CONTENTS

(continued)

	Page
4.3.1 General Qualifications	11
4.3.2 Project Team Experience	12
4.3.3 Technical Approach.....	12
4.3.4 Cost.....	12
5. PROPOSAL FORMAT AND ORGANIZATION	12
5.1 Proposal Submission Requirements	12
5.2 Format of Proposal	13
5.3 Cover Letter	14
5.4 General Qualifications.....	14
5.4.1 Proposer Team.....	14
5.4.2 Subcontracting/Assignments	15
5.4.3 Legal Standing	15
5.4.4 Corporate Experience.....	15
5.5 Project Team	16
5.6 Financial Qualifications	16
5.6.1 Financial Information	16
5.6.2 Insurance Company Letter of Intent.....	17
6. REQUIRED FORMS.....	17
6.1 Proposal Forms: Each Proposer must complete, sign and submit the following forms with their Proposal.....	17
6.1.1 Proposal Form 1 Proposal Transmittal Letter	17
6.1.2 Proposal Form 2 Statement of Ownership	17
6.1.3 Proposal Form 3 Project Reference Form	17
6.1.4 Proposal Form 4 Insurance Company Letter of Intent.....	17
6.1.5 Proposal Form 5 Qualifications and Capacity	17
6.2 Procurement and Contracting Forms	17
6.2.1 Proposal Form 6 Third Party Fees Form.....	17
6.2.2 Proposal Form 7 SEEC Form 10.....	17
6.2.3 Proposal Form 8 Affidavit Concerning Non-discrimination	17
6.2.4 Proposal Form 9 Affidavit Concerning Consulting Fees.....	17
6.2.5 Proposal Form 10 Contractor's Certification Concerning Gifts	17
6.2.7 Proposal Form 12 EEO-1 Report & Equal Employment Policy Statement.....	17

TABLE OF CONTENTS
(continued)

Page

APPENDICES

- A. Professional Services Agreement (including Schedules/Exhibits)
- B. Required Forms

1. INTRODUCTION

1.1 Introduction/Purpose

Created in 2014, the Connecticut Port Authority (“Authority”) is a quasi-public agency of the State of Connecticut (“State”) whose primary responsibility is to market and coordinate the development of the State’s ports and maritime economy.

The Authority is specifically responsible for (i) coordinating port development, focusing on private and public investments; (ii) pursuing State and federal funds for dredging and other infrastructure improvements and maintain navigability of all ports and harbors; (iii) working with the Department of Economic and Community Development and State, local, and private entities to maximize the ports’ and harbors’ economic potential; (iv) supporting and enhancing the overall development of maritime commerce and industries; and (v) coordinating the State’s maritime policy and serve as the Governor’s principal maritime policy advisor.

1.2 Request for Proposals Format

This RFP presents proposal requirements and provides Proposers with information to facilitate the preparation and submission of the Proposal. The major sections of this RFP are as follows:

Section 1	Introduction
Section 2	Project Background
Section 3	Procurement Process
Section 4	Evaluation Process
Section 5	Proposal Format and Organization
Section 6	Required Forms

1.3 Defined Terms

Words and terms that are used herein shall have the meanings as set forth in this glossary unless otherwise defined.

“35% Schematic Design” has the meaning specified in Section 2.1.1 hereof.

“Agreement” or “Services Agreement” means the agreement that may be executed between the Authority and the Contractor for the performance of the Contract Services described in this RFP.

“Applicable Law(s)” means any federal, State, or local statute, law, municipal charter provision, regulation, ordinance, rule, mandate, judgment, order, decree, Permit, code or license or other governmental requirement or resolution, the common law arising from final, non-appealable decisions of governmental authorities in the United States, and any interpretation or administration or both of any of the foregoing by

any governmental authority, which applies to the services or obligations or both of either party under this Agreement, whether now or hereafter in effect.

“Authority” means the Connecticut Port Authority.

“Connecticut Department of Transportation” or “CTDOT” means the Connecticut Department of Transportation, or successor state regulating agency.

“Contract Services” or “Services” means the consultant engineering services to complete the 35% Schematic Design improvements to the infrastructure at the State Pier facility and such other services as set forth in Section 2.2.1 hereof. as well as all required ancillary activities in accordance with the requirements of the Agreement.

“Contract Term” means the term of this Agreement, which term shall commence on the commencement date of July 1, 2017 and, unless extended or sooner terminated in accordance with the provisions of this Agreement, end on or before midnight on June 30, 2020.

“Contractor” means the Selected Proposer, which enters into the Agreement with the Authority.

“Deficiency Planning Study” or “Study” has the meaning specified in Section 2.1.1 hereof.

“Minimum Submission Requirement” has the meaning specified in Section 4.3.1 hereof.

“Proposal” means the document submitted in response to this Request for Proposals issued by the Authority detailing the Proposer’s plan to provide the Contract Services as described herein.

“Proposer(s)” means the entity (including any corporation, joint venture, partnership, or other business entity) submitting a Proposal in response to the Request for Proposals, including all entities sponsoring the Proposal or committed to undertaking a substantial role in the performance or guaranteeing of the Contract Services.

“Request for Proposals” or “RFP” means the Request for Proposals for State Pier New London – Stage No. 4 – CVRR Pier - Northwest Quay and Central Wharf Platform Repair Consultant Engineering Services issued by the Authority dated March 16, 2017, and any addenda or amendments thereto.

“Selected Proposer” means the Proposer that was selected by the Selection Committee based on the evaluation criteria to be most advantageous to the Authority.

“State” means the State of Connecticut and all of its relevant administrative, contracting and regulatory agencies and offices.

“Stage No. 4” has the meaning specified in Section 2.1.1 hereof.

“Subcontractor” means every person (other than employees of the Contractor) employed or engaged by the Contractor or any person directly or indirectly in privity with the Contractor (including every sub-subcontractor of whatever tier) for any portion of the Contract Services, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise.

2. PROJECT BACKGROUND

2.1 Background

2.1.1 State Pier Complex Facility

The State Pier Complex Facility is situated in Southeastern, Connecticut approximately 100 miles south of Boston, Massachusetts and 130 miles northeast of New York City. The State Pier Facility is located approximately 3 miles upstream from the mouth of the Thames River and just minutes from downtown New London. The State Pier Facility has excellent access to Interstates 95 and 395, the New England Central Railroad (NECR) line, and Atlantic shipping routes. These connections link the State Pier Facility to the State, region, Canada and beyond.

Early in the twentieth century, the Connecticut General Assembly funded the construction of a pier to facilitate business and commerce in the State. The State Pier Complex facility and site, situated in the city of New London, Connecticut on the Thames River, contains approximately 4,000 linear feet of dockage along its two main piers, the New England Central Railroad system, 200,000 square feet of warehouse space, deep water access, and direct connection to the interstate highway system. In 2011, the Connecticut Department of Transportation (“CTDOT”) commissioned the State Pier Needs and Deficiency Planning Study (“Study”) to identify site-related and infrastructure repairs and improvements. The State Pier Complex was found to be in good condition as compared to similar New England ports, however the study found some major deficiencies, specifically the piers have limited near dock surface area available for cargo moves and laydown area as well as poor structural surface and overall conditions.

In April 2015, CTDOT elected to commence the preliminary design phase of improvements, outlined in the Study. The Preliminary designing phase included due diligence, development and evaluation of alternatives, and preliminary engineering, which resulted in the preparation of a preliminary design of 35% of the improvements outlined and proposed in the Study. The design of 35% of the improvements to infrastructure at the State Pier Complex facility is known as the 35% Schematic Design Plans, and Preliminary Design Report (“35% Schematic Design”). The 35% Schematic Design improvements contemplate relocation of access roads, renovation to the piers, improvements to the bulkheads, paving of storage areas, and drainage and outfalls. The 35% Schematic Design outlined eight (8) proposed improvement stages; currently, design improvement Stage Nos. 1-3 are complete. The Authority is now seeking Proposals to engage one (1) professional consulting engineering firm to undertake the steps towards the completion and implementation of the 35% Schematic Design, specifically design Stage No. 4, relating to the CVRR Pier and Northwest Quay Wall, The design for construction of: (i) modifications along west side of CVRR Pier, (ii) an on-pier rail track, (iii) modifications to Northwest Quay Wall, and (iv) paving of the upland area at the head of CVRR Pier (“Stage No. 4”).

The final design plans for Stage No. 4 will include construction documents, plans and specifications with suitable detail with engineering calculations, a final design including construction documents suitable for public bidding by prequalified contractors. The final design plans for Stage No. 4 shall meet the requirements of best practices of the construction of piers, railroad tracks, applicable State and National codes and standards as well as both the Connecticut Environmental Policy Act (CEPA) and the National Environmental policy Act (NEPA).

2.2 Proposals

All Proposers will be required to perform the base services outlined in this RFP and detailed in the Services Agreement. Proposals submitted should reflect these base services. Interested firms are required to submit their Proposals to demonstrate ability to perform the requested services.

2.2.1 Services

For the base services, the Authority is seeking a qualified firm to provide appropriate Consultant Engineering Services. The Contractor will be responsible for the following, (collectively referred to as “Services” or “Contract Services”), which will include, but may not be limited to:

1. Perform the following:

- a. Review of 35% Schematic Design Plans, and the Preliminary Design Report Dated, April 2015. The Contractor shall perform: (i) Site visits, (ii) Subsurface soils investigation, (iii) Structure inspections, (iv) Topographic surveying, (v) Hydrographic surveying, (vi) Utility mapping, (vii) Review of available environmental data, and (viii) Identification and mapping of regulatory limits;
- b. Assess the alternatives, structure rehabilitation options, upland grading schemes and site layout scenarios, drainage and outfall locations;
- c. Obtain the required permits and approvals for the installation of bulkheads, piles, fills and other materials waterward of existing structures and shoreline;
- d. Stakeholder coordination to identify specific concerns and end-user needs;
- e. Evaluate the structural alternatives for the Northwest Quay Stone Bulkhead, to maximize the alongside vessel draft for small vessels and the upland operational footprint;
- f. Evaluate the structural alternatives for repair of the Central Wharf Platform (condemned center section between both piers). Alternatives include, steel pipe pile supported deck replacement, confined disposal facility (CDF) bulkhead and the elevation berthing between both CVRR and State Pier or other acceptable alternatives;
- g. Design a stormwater management plan on the project site and review the schematic plan to design a best management practice suitable to properly handle the CVRR Pier runoff.
- h. Design documents shall be prepared with knowledge and expertise in design loads and loading combinations for wharf and yard live loading, including structural deck loads and design vessel parameters for each structure;
- i. Perform all tasks in coordination with the Authority;
- j. Performing Services, as set forth in Schedule A of the Services Agreement, within the given timeline; and
- k. Modifying and revising Schedule A of the Services Agreement to provide amended scope of Services and accompanying timeline for the completion of same, to include any related or additional services necessary required for completion of the project.

2. Provide the following:

- a. Proposer company information
 - i. Firm’s background and history in performing similar tasks
 - ii. Overview of services and capabilities
 - iii. Names of those that would be working with the Authority

- iv. Contact information
- b. Qualifications and Capacity
- c. Proposed budget
 - i. Stage No. 4 bid amount
 - ii. Hourly fee and what circumstances that hourly fees might be necessary
 - iii. Proposed alternative fee
- d. Required Forms (See Section 6 of this RFP)
- e. Project References
 - i. Supply references from three of your clients who have had contracted with you for similar projects.

The full scope of Services is detailed in Schedule A of the Services Agreement.

2.2.2 Insurance Requirements

The Contractor shall be required to maintain the minimum insurance coverages during the term of the Agreement as outlined in Section 10.6 of the Services Agreement.

2.3 Services Agreement

The basic conditions of the Agreement, upon which the Proposer should base its Proposal, are provided in the Services Agreement, including all Appendices as provided in Appendix A. Any deviations must be clearly listed and described in the Proposal.

2.3.1 Contract Term

The Authority intends to enter into an Agreement with a Contractor for a period of years for the completion of the Services as described in this RFP; provided, however, the Agreement term shall not exceed three (3) years. The Agreement will begin July 1, 2017, or such other date agreed upon by the Authority and Contractor.

2.3.2 Equipment and Operations Requirements

The Proposal shall identify the types and quantity of equipment to be used. The Proposal shall include a maintenance schedule for the supplied equipment.

2.3.3 Contractor's Continuing Responsibility

Operational failure of the Contractor's equipment including labor strikes, or any other cause will not release the Contractor of its responsibility to perform the Services during the Contract Term on a continual basis. All costs involved in complying with this requirement shall be the Contractor's responsibility.

2.3.4 Basis of Payment

The Contractor will be paid a flat payment for performance of the Services, as outlined in Section 7.1 of the Services Agreement. It is anticipated this will be a multi-phased contract, and will utilize either a lump-sum or cost plus-fixed fee payment method.

2.3.5 Affidavit Concerning Consulting Fees

Pursuant to *Connecticut General Statutes* Section 4a-81, the Contractor must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the RFP whereby any duties of the Contractor pursuant to the Agreement require the Contractor to pursue communications concerning the business of the Authority, whether or not direct contact with the Authority was expected or made. (See Section 6.2.4 – **Proposal Form 9** of this RFP).

2.3.6 Contractor’s Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the Contractor must submit a document certifying that it has not given any gifts to certain individuals between the date the Authority started planning the RFP and the date the Agreement is executed. If the Contractor does not execute the Certification, it will be disqualified for the Agreement. The dates between which the firm may not give gifts and the identities of those to whom it may not give gifts are specified in the Contractor’s Certification Concerning Gifts included in this RFP. (See Section 6.2.5 – **Proposal Form 10** of this RFP).

3. PROCUREMENT PROCESS

3.1 Schedule

A summary of the major activities relating to the issuance of this RFP is presented below. The Authority reserves the right to modify any or all of the following dates.

Table 3-1. Procurement Schedule	
Activity	Time
Issuance of RFP	9:00 AM; March 16, 2017
Site Visit	April 4, 2017
Last Date to Submit Written Questions concerning RFP	4:00 PM; April 19, 2017
Proposal Submission Date	4:00 PM; May 2, 2017
Interview of Proposers	May 18 or 19 th , 2017
Award of Agreement	June 7, 2017
Effective Date and Commencement of Operations Under Services Agreement	On or before July 1, 2017

**May be adjusted based on proposals received.*

3.2 Site Visit

The Authority will conduct site visit tours in one-hour segments. A Site Visit will be held on the date indicated in Table 3-1 of this RFP from 9:00 a.m. to 3:00 p.m. (ET) at 200 State Pier Road, New London, CT. Proposers must notify the Authority if interested in the site visit in writing via e-mail to:

Evan H. Matthews, Executive Director
Connecticut Port Authority
evan.matthews@ct.gov

with a copy to:

Joseph R. Salvatore, Program Manager
Connecticut Port Authority
joseph.salvatore@ct.gov

The Proposer shall include the preferred time slot for the site visit is requested and the names of the individuals that will visit the site. All reasonable efforts will be made to accommodate all requests and provide equal access to all prospective Proposers. No unscheduled visits to the Authority's facilities shall be permitted.

3.3 Document Review

A link to access and download an online copy of the 35% Schematic Design, various plans and other relevant reports will be made available on the website of the Authority.

3.4 Authority' Rights and Options

This RFP constitutes an invitation to Proposers to submit Proposals to the Authority. Without limitation, the Authority reserves and holds, at its sole discretion, the following rights and options:

1. Reject any or all proposals and to waive any informalities or irregularities in any proposals or the procurement process.
2. Supplement, amend or otherwise modify the RFP or issue subsequent RFPs.
3. Enter into negotiations with more than one Proposer.
4. Cancel this RFP with or without the substitution of another RFP or RFP process.
5. Conduct investigations with respect to the qualifications and experience of each Proposer, including site visits of facilities referenced in the Proposal.
6. Take any action affecting the RFP, the RFP process, or the services or facilities subject to this RFP that would be in the best interests of the Authority.
7. Prepare and issue such amendments and/or addenda to this RFP prior to the selection of a Proposer that may expand or cancel any portion of or all work described in this RFP without the substitution of another RFP.
8. Require additional information from one or more Proposers to supplement or clarify the Proposals submitted.

9. Request recipients of this RFP or Proposers to send representatives to the Authority for interviews and presentations.
10. Modify any or all provisions of the Agreement during negotiation and finalization of an Agreement.
 - a. Should any of the terms of the Agreement be in conflict with this RFP, the terms of the Agreement shall supersede all other documents and/or verbal representations. The only exception would be if the Authority amends this RFP and/or the Agreement.
11. Discontinue negotiations with the Selected Proposer and commence negotiations with any other Proposer.
12. Select and enter into an Agreement with a Proposer whose Proposal best satisfies the interests of the Authority and is most responsive, in the sole and absolute judgment of the Authority, to the requirements of this RFP.
13. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP will be sole property of the Authority unless stated otherwise in the Agreement.
14. No contract, unless it shall be in writing, executed by an authorized representative of the Authority following the obtaining of all necessary approvals and in accordance with all Applicable Law, shall be binding on the Authority. No oral agreement or arrangement made with the Authority or any Authority member shall be binding on the Authority.
15. The invalidity of any portion of this RFP will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this RFP is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

3.5 Cost of Proposal Preparation

The Authority accepts no liability for the costs and expenses incurred by the Proposers with any activities performed in connection with this entire procurement process, including preparing the Proposals, preparing responses for clarification, attending interviews, participating in contract development and technical/financial work sessions, conducting due diligence investigations, attending meetings and presentations required for the contract approval process and/or finalizing the Agreement. Each Proposer that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Authority for the costs and expenses associated with the procurement process.

3.6 Communications

The Authority is committed to a fair and open process for Proposers to receive information about the project and the procurement process. The Authority requires that all communications and requests for information and clarifications be made in writing (including via e-mail or regular mail) addressed to:

Mr. Joseph Salvatore, Program Manager
Connecticut Port Authority
Re: RFP Consultant Services
joseph.salvatore@ct.gov
505 Hudson Street, 3rd Floor
Hartford, CT 06106

Any questions concerning the intent, meaning and interpretations of the RFP documents shall be requested in writing, and delivered or emailed to the Authority no later than the date indicated in Table 3-1 in Section 3.1 of this RFP. Responses, answers, clarifications to any questions or comments and written addendum, if necessary, shall be e-mailed or mailed to each Proposer and shall be published, for all Proposers to access, on the Authority's website. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by the Authority at the Proposer's sole cost and expense. No person is authorized to give oral interpretations of, nor make any oral changes to, the RFP documents. The Authority shall not be bound by any oral statements about the RFP that may be made by the Authority' representatives before the Proposal Submission Date.

All communications with the Authority or any person representing the Authority concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by proposers or their representatives will result in disqualification.

3.7 Accuracy of RFP and Related Documents

Should a Proposer find discrepancies in, or omissions from, this RFP and its related documents, the Proposer shall immediately notify the contact person identified in Section 3.6 of this RFP. A written addendum or a clarification letter, if necessary, will be faxed, emailed or mailed to each Proposer. Every Proposer requesting clarifications of this RFP will be responsible for delivering such requests in writing.

No alterations or corrections to the responses are permitted after the responses are opened. If an error is discovered after the response opening but before contract award, the Proposer may request that its response be withdrawn. An officer or authorized representative of the firm must submit this request in writing. The decision to permit withdrawal of the response will be at the discretion of the Executive Director.

If a Proposer discovers an error after submitting its response, but prior to the response submission deadline, the Proposer may request that the response be withdrawn in accordance with Section 3.8 of this RFP. This request must be submitted in writing and signed by an officer or authorized representative of the Proposer. If the request is approved, the Proposer may submit a revised response as long as it is received prior to the response submission deadline.

3.8 Withdrawal from Procurement Process

A Proposer may withdraw a Proposal prior to the Proposal Submission Date provided that a written request to withdraw the Proposal is hand delivered to the Authority, by or on behalf of an authorized representative of the Proposer, or the request is delivered by e-mail or certified mail to the contact person identified in Section 3.6 of this RFP.

3.9 Public Records

Any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Connecticut Public Records Law and the Connecticut Freedom of Information Act. Proposers must claim any applicable exemptions to disclosure provided by Applicable Law in their response to the RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Authority reserves the right to make all final determination(s) of the applicability of the Connecticut Public Records Law and the Connecticut Freedom of Information Act.

Notwithstanding the foregoing, Proposers recognize and agree that the Authority, its staff and its advisors will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

3.10 Notification of Award

The selected Proposer(s), if any, will receive a Notice of Award. The Notice may contain certain contingency requirements that must be satisfied within a designated time frame. Failure to comply with all provisions of the Notice of Award will disqualify that Proposer and the award may be directed to another Proposer.

3.11 Price and Payment

Unless otherwise noted, all salaries and other budgetary information quoted shall be firm through execution of a contract and shall not be subject to increase during the period of such contract, unless agreed upon by both parties in writing. The Executive Director of the Authority must be notified in writing of any price reduction within five (5) business days of the effective date.

4. EVALUATION PROCESS

4.1 Selection Committee

Proposals submitted in response to this RFP will be evaluated by a Selection Committee consisting of representatives selected by the Authority. The Selection Committee will review/evaluate qualified proposals submitted in response to this RFP, rank the Proposers according to the evaluation criteria described below and recommend finalists for consideration. The Selection Committee shall have the right to seek clarification from each Proposer in order to fully understand the content of the submissions and to evaluate and rank the Proposers. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements. Proposals not meeting the Minimum Submission Requirements will not be reviewed.

4.2 Conformance Review

Proposals will first be individually evaluated for conformance with the specific requirements set forth in this Section 4.3 and Section 5 of this RFP. Any Proposal that the Selection Committee determines is incomplete in any material respect may be deemed non-responsive and may be rejected in its entirety by the Selection Committee. Materially responsive Proposals will include the following:

1. Delivery to the correct address by the specified time; and
2. Complete Required Forms.

Proposals deemed responsive to these requirements will be evaluated as described in Section 4.3 of this RFP. Each Proposer that is rejected as non-responsive will be notified of the finding that it was non-responsive and the reasons for the finding in writing.

4.3 Evaluation Criteria

Following the conformance review, the Selection Committee will evaluate the Proposals in accordance with the Evaluation Criteria for General Qualifications, Project Team Experience, Technical Approach and Cost set forth in the following sections. The Proposer shall provide in its Proposal all information necessary to address the below Evaluation Criteria.

4.3.1 General Qualifications

The Proposer will be evaluated based on its qualifications and experience in providing services similar to the Contract Services on other projects. The minimum submission requirements are as follows (the “Minimum Submission Requirements”):

1. Adequacy of corporate experience. Proposed staff or sub consultant capabilities/experience in the following:
 - a. Facility Design. Weighted score value = 15%
 - b. Structural Design. Weighted score value = 15%
 - c. Environmental Permitting. Weighted score value = 20%
 - d. Marine Civil Engineering & Waterfront Structures. Weighted score value = 10%
 - e. Public Involvement. Weighted score value = 15%
 - f. Fee Structure & Completion Timeline. Weighted score value = 25%
2. Regulatory compliance experience (compliance with Federal and State regulatory requirements).
3. Soundness of team and management structure, experience, qualifications, and availability of current staff, including Subcontractors, to perform Contract Services effectively.
 - a. The selected firm will also be required to maintain a Connecticut office for the duration of assignment, with the Project Manager available on a daily basis for the direct and visual supervision of the staff performing the majority of this assignment.
4. Positive results from reference verifications.
5. Soundness of legal standing with regard to other projects:

- a. Record of complying with contracts (including number and nature of contract breaches, defaults and terminations, compliance with performance guarantees, and imposition of liquidated damages or fines);
- b. Nature of pending litigation and outcome of any concluded lawsuits and/or contract litigation on other projects; and
- c. Compliance with Connecticut registered business requirements.

Proposals submitted in response to this RFP will be evaluated based the quality and the reasonableness of the responses for each item above. Among substantially equally qualified Proposers, rates and efficiency will weigh heavy in making a selection.

4.3.2 Project Team Experience

The Project Team Experience Criteria focuses on the Proposer's ability to compile a project team that has key experience needed to perform the Contract Services described in this RFP. The criteria are summarized below:

1. Reasonableness of the Proposer's organizational structure and the qualifications of key personnel (e.g., Project Manager) to perform the Contract Services.
2. Project Manager's qualifications that demonstrates operating similar facilities and providing services.
3. Licenses and certifications of Project Team (possession of or ability to obtain required State of Connecticut licenses and certifications).
 - a. Proposers must provide copies of the following required licenses, certifications and/or registrations for the proposed lead personnel that indicate they are in good standings: Connecticut Professional Engineer.

4.3.3 Technical Approach

The Technical Approach Criteria focuses on the Proposer's ability to meet the performance requirements and provide the Contract Services described in this RFP.

4.3.4 Cost

Proposals shall be evaluated based upon the total cost effectiveness to the Authority for Contract Services and the risks associated with the contract terms.

5. PROPOSAL FORMAT AND ORGANIZATION

5.1 Proposal Submission Requirements

Proposers shall submit one (1) original hard copy and six (6) copies of their Proposal by 4:00 PM (ET) on the Proposal Submission Date, identified in Section 3.1 of this RFP, followed by the submission of an electronic version within twenty-four (24) hours of the Proposal Submission Date. Please note that responses to this RFP shall be limited to seventy-five (75) pages.

The Proposal must be clearly labeled as the “Original” and must contain the original signature forms and other original documents. Proposals transmitted by facsimile will not be accepted or reviewed. The hard copy of the original Proposal shall be addressed to:

Connecticut Port Authority
505 Hudson Street, 3rd Floor
Hartford, Connecticut 06106
Attention: Joseph Salvatore, Program Manager

The e-electronic copy of the Proposal shall be submitted to

Mr. Evan H. Matthews, Executive Director
Connecticut Port Authority
evan.matthews@ct.gov

The Name and address of the Proposer and the statement “Request for Proposal for State Pier New London – Stage No. 4 – CVRR Pier - Northwest Quay and Central Wharf Platform Repair - Engineering Consultant Services” should be included on the envelope.

Proposals will not be opened publicly. The Authority will produce a list of Proposers submitting Proposals and will distribute this list to all Proposers. Late submissions will not be accepted.

5.2 Format of Proposal

The Proposal shall be bound and typed on 8½" x 11" paper with drawings or other graphic representations may be provided on 11" x 17" paper. The Proposal may be bound in 3-ring binder; 19-hole, comb-type binding, or other binding format that can be readily reviewed and taken apart, if necessary. Proposals must be submitted with an editable electronic version of Proposal in software compatible with Microsoft Word 2003. All Proposals must use the general format described in this section of the RFP. Each Proposal must include the following parts:

1. Cover Letter
2. General Qualifications
3. Project Team
4. Financial Qualifications
5. Required Forms Nos. 1-12
6. Appendices (include tables, drawings, financial data)

Any Proposal which is not signed by the individual submitting the Proposal must have attached thereto a power-of-attorney evidencing the authority to sign the Proposal in the name of the person for whom it is signed. Any Proposal submitted on behalf of a partnership must be signed by an authorized general partner of the partnership. Any Proposal submitted for a corporation must: (a) designate the correct corporate name; (b) bear the corporate seal; (c) be signed by the president or other authorized officer of the corporation; and (d) be attested by the secretary of the corporation. Unsigned proposals will be rejected.

At a minimum, Proposals must: (1) be submitted before the deadline; (2) satisfy the packaging and labeling requirements; (3) follow the required format; (4) be complete; (5) include all required forms; and

(6) be duly executed. The Authority, at its sole discretion, may disqualify any proposal that fails to meet the minimum submission requirements.

5.3 Cover Letter

The Proposal cover letter is Proposer's official letter transmitting the complete Proposal to the Authority and should clearly and concisely summarize the contents of the Proposal. The cover letter shall be limited to one (1) page, and a maximum of five (5) resumes which are limited to two (2) pages each. One of the resumes must be that of the proposed Project Manager in charge of the work, as well as the assurance that he/she will be available for work when required. The letter must be signed by the president or vice president authorized to execute binding legal documents on behalf of the Proposer. (See Section 6.1.1 – **Proposal Form 1** of this RFP).

5.4 General Qualifications

The Proposer shall provide detailed information to demonstrate its qualifications and ability to successfully implement the approaches outlined in this RFP and Agreement and to effectively provide the Services that the Authority is requesting.

5.4.1 Proposer Team

The following information shall be provided by each Proposer:

1. The history, ownership, organization, and background of the Proposer shall be provided. The Proposal must include the name, permanent main office address, date when organized, telephone, and facsimile numbers of the Proposer, and the principal contact person. It shall include the type of firm or organization (corporation (if so, where incorporated), partnership, joint venture, etc.) that is the Proposer and that will serve as the contracting party. If the Proposer is a joint venture, the required information shall be submitted for each member of the joint venture firm.
2. Names of partners, officers, and/or stockholders (where applicable) who own ten (10) percent or more of the shares by completing **Proposal Form 2 – Statement of Ownership**. Also indicate which individuals are authorized to bind the organization in negotiations with the Authority. The names of the Proposer's officers and any names they have worked under over the last 10 years, along with a sworn affidavit describing any violation or litigation, regardless of outcome.
3. If the Proposer or joint venture is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is or will be created for the purposes of responding to this RFP, the reasons for this action must be fully disclosed.
4. If the Proposer has ever failed to complete any work awarded to it, and if so, where and why.
5. If the Proposer has ever defaulted on a contract, and if so, where and why.

5.4.2 Subcontracting/Assignments

Proposers shall identify the portions of the Services that will be undertaken directly by the Proposer and what major portions of the Services, if any, will be subcontracted. If Subcontractors are proposed, the proposed contractual relationships between the Proposer and all major partners and Subcontractors relative to the project shall be outlined in the Proposal; specifically, the Proposer will attach, for approval, a list of said Subcontractors and an itemization of the products and/or services to be supplied by them. The Proposer shall also describe the history of the relationships among the team members, including a description of past working relationships. Nothing contained in the specifications shall be construed as creating any contractual relationship between any such Subcontractor and the Authority.

Except as expressly proposed by a Proposer in its proposal, the agreement to be entered into between the Proposer selected under this RFP, if any, and the Authority, may not be subcontracted or assigned by the Proposer, in whole or in part, without the prior written consent of the Authority. Such consent, if granted, shall not relieve the Proposer its responsibilities under the contract, except as otherwise expressly provided therein.

5.4.3 Legal Standing

Proposers shall identify each case within the last ten (10) years where:

1. A civil, criminal, administrative, bankruptcy, litigation or other similar proceeding was filed or is pending, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under an agreement for the consulting engineering services;
2. Administrative fines, liquidated damages, or other penalties were deducted from the Proposer's payments under a contract for consulting engineering services. For each case identified, the Proposer must describe the basic facts concerning the case and its current status.
3. Any case or proceeding brought within the last ten (10) years by the Securities and Exchange Commission that involves the Proposer, any parent corporation, subsidiary, affiliated business entity, or any owner or officer of the Proposer by submitting additional documents.

5.4.4 Corporate Experience

The Proposer shall provide a description of its experience and qualifications for consulting engineering services. The Proposer must have at least five (5) years equivalent experience as deemed appropriate by the Authority, in providing services of similar scope and complexity.

5.5 Project Team

The Proposer shall provide an organizational chart of its project team and demonstrate that it has a sufficient number of properly qualified personnel to perform the work. The Proposer shall identify the total number of employees and the key personnel including, but not limited to, management and supervisory staff to be assigned to perform the Contract Services and Subcontractors. Such key personnel staff includes:

1. A Project Manager with a minimum five years of operating and supervisory experience
2. Key personnel for Contractor
3. Key personnel for Subcontractors

For each key personnel, specifically including the Project Manager provide a description of the person's educational and professional qualifications (including certificates and most recent relevant experiences) for the work that will be performed under the Agreement and percent commitment to the project.

The Proposer shall also list a minimum of three (3) and maximum of ten (10) reference projects that illustrate the Proposer's experience in providing similar services utilizing **Proposal Form 3 - Project Reference Form**, including up-to-date client reference contact information.

5.6 Financial Qualifications

This section shall present and separately address the business and financial aspects of the Proposer, as described below.

5.6.1 Financial Information

Proposers shall submit the following information:

1. Complete copies of annual audited financial statements, including all notes thereto for the most recent three (3) years for the Proposer, all Subcontractors, and other major members of the Proposer's project team. The financial statements may consist of audited statements, the most recent annual reports or 10-K reports, tax returns, or comparable reliable information.
2. Information to demonstrate that the Proposer has the financial assets and resources to perform the Contract Services.

Proposers shall also provide detailed information concerning all direct and indirect fixed or contingent liabilities undertaken by the Proposer, its parent, affiliates and subsidiaries in connection with other projects, whether by way of financial or performance commitments, guarantees, or otherwise that may put limitations on its financial exposure for this engagement.

5.6.2 Insurance Company Letter of Intent

The Proposer must submit, at the time of proposal, the Insurance Company Letter of Intent to demonstrate that the Proposer has the ability to obtain the types and amounts of insurance required under the Agreement. (See Section 6.1.4 – **Proposal Form 4** of this RFP).

6. REQUIRED FORMS

6.1 Proposal Forms: Each Proposer must complete, sign and submit the following forms with their Proposal:

- | | | |
|--------------|-----------------|--|
| 6.1.1 | Proposal Form 1 | Proposal Transmittal Letter (§ 5.3) |
| 6.1.2 | Proposal Form 2 | Statement of Ownership (§ 5.4.1) |
| 6.1.3 | Proposal Form 3 | Project Reference Form (§ 5.5) |
| 6.1.4 | Proposal Form 4 | Insurance Company Letter of Intent (§ 5.6.2) |
| 6.1.5 | Proposal Form 5 | Qualifications and Capacity |

6.2 Procurement and Contracting Forms:

- | | | |
|--------------|------------------|---|
| 6.2.1 | Proposal Form 6 | Third Party Fees Form |
| 6.2.2 | Proposal Form 7 | SEEC Form 10 |
| 6.2.3 | Proposal Form 8 | Affidavit Concerning Non-discrimination |
| 6.2.4 | Proposal Form 9 | Affidavit Concerning Consulting Fees (§ 2.3.5) |
| 6.2.5 | Proposal Form 10 | Contractor's Certification Concerning Gifts (§ 2.3.6) |
| 6.2.6 | Proposal Form 11 | Iran Certification Form |
| 6.2.7 | Proposal Form 12 | EEO-1 Report & Equal Employment Policy Statement |

APPENDIX A

Services Agreement

APPENDIX B

Forms

**CONNECTICUT PORT AUTHORITY
REQUEST FOR PROPOSALS
Proposal Form 1
Proposal Transmittal Letter**

(To be typed on Proposer’s Letterhead)

[Date]

Mr. Evan H. Matthews
Connecticut Port Authority
505 Hudson Street, 3rd Floor
Hartford, CT 06106

Dear Mr. Matthews:

[_____](the “Proposer”) hereby submits its Proposal in response to the Request for Proposals for the State Pier New London – Stage No. 4 – CVRR Pier - Northwest Quay and Central Wharf Platform Repair Engineering Consultant Services (“the RFP”) issued by the Connecticut Port Authority (the “Authority”) on March 16, 2017, as amended.

As a duly authorized representative of the Proposer, I hereby certify, represent and warrant, on behalf of the Proposer team, as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the RFP and the following addenda:

<u>No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Attachment 1 to this Proposal Form is a Certificate of Authorization that evidences my authority to submit the Proposal and bind the Proposer.
3. All project team members identified to date are listed in Attachment 2 to this Proposal Form.
4. The required insurance required by the Agreement will be provided or brokered by _____, as evidenced by such insurance company’s letter of intent submitted a Proposal Form 4.
6. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the Authority will rely on such information and statements in selecting the preferred Proposer for executing the Agreement.
7. The Proposer certifies under penalties of perjury that the Proposal has been prepared and is submitted in good faith without collusion, fraud or any other action with any other person taken in restraint of free and open competition for the services contemplated by the RFP. As used in

this Proposal Form, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

8. Neither the Proposer nor any project team member is currently suspended or debarred from doing business with any governmental entity.
9. The Proposer has reviewed all of the engagements and pending engagements of the Proposer, and no potential exists for any conflict of interest or unfair advantage.
10. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer.
11. The principal contact person who will serve as the interface between the Authority and the Proposer for all communications is:

Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

12. The individuals who will be the Proposer's key technical and legal representatives are set forth below:

Technical Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

Legal Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

13. The Proposer has carefully examined documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all plant, labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Proposal, all for the price set forth in the Proposal Forms.

Name of Proposer

Name of Designated Signatory

Signature

Title

(Notary Public)

State of _____

County of _____

On this _____ day of _____, 2017, before me appeared _____, personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

(Affix Seal here)

Notary Public in and for the State of _____

Name printed

Residing at _____

My commission expires _____

Cc: Joseph R. Salvatore, Program Manager

**Proposal Form 1
Attachment 1**

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, **DO HEREBY CERTIFY** that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals issued by the Connecticut Port Authority (the “Authority”) on March 16, 2017, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this ___ day of _____, 2017.

(Affix Seal Here)

Clerk/Secretary

* **Note:** *Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory’s address is outside of the United States.*

CONNECTICUT PORT AUTHORITY

REQUEST FOR PROPOSALS

**Proposal Form 2
Statement of Ownership**

The Proposer shall set forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class, or all partners in the partnership who own ten percent (10%) or greater interest therein; if none, the Proposer must state "none." If one or more such stockholder or partner is itself a corporation or partnership, the stockholders owning ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership shall also be listed; if none, the Proposer must state "none." This disclosure shall be continued until names and addresses of every individual stockholder, and individual partner exceeding the ten percent (10%) ownership criteria of each corporation or partnership listed has been identified.

Name

Address

Signature of Proposer

Date

Name of Proposer (Print or Type)

Title

**CONNECTICUT PORT AUTHORITY
 REQUEST FOR PROPOSALS
 Proposal Form 3
 Project Reference Form**

Please provide project references in the format shown below. Individual sections of the form may be resized to accommodate project information. Supplemental sheets may also be attached to this Proposal Form with the project name identified on each sheet. Copy this form as necessary to provide information for each reference project.

Project Name:	Project No.:		
Project Location:			
Type of Project:			
Contract Duration:	Years	Start Date:	
Description of Proposer Role:			
Description of Contract Services:			
A. Applicability and relevance of referenced project to the RFP:			
B. Team Participants (Firms):			
C. Other Key Participants (Firms):			

Project Name:	Project No.:
Project Location:	
D. Team structure, management description (describe responsible parties and their roles):	
E. Client and owner (include contract name, title, organization, address, telephone, fax, e-mail):	
F. Number of people employed by job categories:	
G. Contract amount and contract dispute and resolution experience:	
H. Contract renewal history:	
I. History of compliance with permit conditions, performance guarantees (if any), and other contract provisions:	
J. Key project contact of Proposer (name, title, organization, address, telephone, fax, e-mail):	

CONNECTICUT PORT AUTHORITY
REQUEST FOR PROPOSALS
Proposal Form 4
Insurance Company Letter of Intent
(To be typed on Insurance Company's Letterhead)

[Date]

Mr. Evan H. Matthews
Connecticut Port Authority
505 Hudson Street, 3rd Floor
Hartford, CT 06106

Dear Mr. Matthews:

_____ (the "Proposer") has submitted herewith a Proposal in response to the Request for Proposals issued by the Connecticut Port Authority (the "Authority") on March 16, 2017, as amended. The RFP requires the selected Proposer to enter into an Agreement with the Authority for the Contract Services described in the RFP, if the Proposer is determined to be the selected Proposer and is approved for execution of the Agreement.

The Insurance Company has reviewed the Proposer's Proposal which will form the basis of the Agreement. The Insurance Company hereby certifies that it intends to provide all required insurance set forth in the RFP in the event the Proposer is selected by the Authority for approval and execution of the Agreement.

Name of Insurance Company

Name of Authorized Signatory

Signature

Title

**CONNECTICUT PORT AUTHORITY
REQUEST FOR PROPOSALS
Proposal Form 5
Qualifications and Capacity**

1. Name the primary individuals who would work with the Authority, and explain their experience, relevant background and anticipated duties. Include brief resumes for each. (Note: a maximum of five (5) resumes, limited to two (2) pages each).
2. Please identify relevant past experience of your organization that demonstrates its fitness to perform the proposed scope of work, including:
 - a. Depth and quality of experience in representation of Connecticut quasi-public entities or other reasonably comparable experiences;
3. Please disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as counsel for the Authority in this matter.
4. Please discuss any pending complaints or investigations, or any made or concluded within the past five years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees and associates.
5. Is the Proposer, any principal or any affiliate of the Proposer is a defendant of the Proposer in any litigation? YES NO
If yes, indicate the nature and status of the litigation.

Request for Proposals
State Pier New London – Stage No. 4 – CVRR Pier - Northwest Quay and Central Wharf Platform Repair

**CONNECTICUT PORT AUTHORITY
REQUEST FOR PROPOSALS**

Proposal Form 6

(See attached)

Request for Proposals
State Pier New London – Stage No. 4 – CVRR Pier - Northwest Quay and Central Wharf Platform Repair

**CONNECTICUT PORT AUTHORITY
REQUEST FOR PROPOSALS**

Proposal Form 7

(See attached)

Request for Proposals
State Pier New London – Stage No. 4 – CVRR Pier - Northwest Quay and Central Wharf Platform Repair

**CONNECTICUT PORT AUTHORITY
REQUEST FOR PROPOSALS**

Proposal Form 8

(See attached)

Request for Proposals
State Pier New London – Stage No. 4 – CVRR Pier - Northwest Quay and Central Wharf Platform Repair

**CONNECTICUT PORT AUTHORITY
REQUEST FOR PROPOSALS**

Proposal Form 9

(See attached)

**CONNECTICUT PORT AUTHORITY
REQUEST FOR PROPOSALS**

Proposal Form 10

[NAME OF CONTRACTOR]

(This CERTIFICATION is to be signed by the Executive Director of CPA
at the time the Agreement is executed by him)

By submission of this Certification, [] (the "Contractor") of the [] (the "Corporation") hereby certifies that it was not selected as the winning firm or corporation for its successful bid to provide engineering consultant services under the "Professional Services Agreement" with the Connecticut Port Authority (the "Authority") as a result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence at the behest of the Corporation.

Signature:

Name: []

Title: []

State Of: **Connecticut**

County Of: []

[], being fully sworn, deposes and says that s/he is the [] of the Corporation, that s/he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 20

Notary Public/Commissioner of the Superior Court

Request for Proposals
State Pier New London – Stage No. 4 – CVRR Pier - Northwest Quay and Central Wharf Platform Repair

**CONNECTICUT PORT AUTHORITY
REQUEST FOR PROPOSALS**

Proposal Form 11

(See attached)

Request for Proposals
State Pier New London – Stage No. 4 – CVRR Pier - Northwest Quay and Central Wharf Platform Repair

**CONNECTICUT PORT AUTHORITY
REQUEST FOR PROPOSALS**

Proposal Form 12

(To be provided by Contractor)