



Connecticut Port Authority

Request for Proposals

Pier No. 7 Fort Trumbull State Park – New London

For

Consulting Engineering Services

RFP Number CPA0094-1802

Key Dates:

RFP Submission Deadline: October 24, 2018 by 4:00 pm

REQUEST FOR PROPOSAL
Consulting Engineering Services

I. PURPOSE

The Connecticut Port Authority (hereinafter “Authority”) is seeking Proposals to engage one (1) professional consulting engineering firm to complete the Schematic Design Improvements to Pier 7 Fort Trumbull State Park. The potential users of the pier are; U.S. Navy and U.S. Coast Guard vessels as well as appropriate cruise and tall ships. There are a number of indicated improvements that need to be undertaken including upgrades of electrical systems, fresh water supply piping, sewage disposal piping, pier and site lighting, and infrastructure upgrades. The Authority is taking the next step to complete the schematic design, and attain the necessary State and Federal permits in order to bid and reconstruct Pier 7 Fort Trumbull State Park.

The Final Design Plans will include suitable detail with engineering calculations, a final design report summarizing findings and recommendations for construction. The Final Design Plans shall be prepared to meet the requirements of both the Connecticut Environmental Policy Act (CEPA) and the National Environmental policy Act (NEPA).

II. SCOPE OF SERVICES AND/OR ITEMS REQUIRED

- A. The Connecticut Port Authority is seeking a qualified firm to provide appropriate Consultant Engineering Services to the Authority. The services to be performed will include, but will not be limited to the following, collectively referred to as “Services:”
1. Document Review of existing Pier 7 Schematic Design Plans (if available). To include, United States Coast Guard Civil Engineering Unit – Childs Engineering Corp., Condition Survey Pier Evaluation 2017, and CT Port Authority – HDR Memo Pier 7 Study Evaluation, April 2018.
 2. Assessment of alternatives, structure rehabilitation options, upland traffic flow schemes and site layout scenarios, bus staging;
 3. Permit application(s) for the required infrastructure improvements of bulkheads, piles, fills and other materials waterward of existing structures and shoreline.
 4. Stakeholder coordination to identify specific concerns and end-user needs.
 5. Discuss the structure alternatives to maximize the alongside vessel mooring for all class vessels noted (U.S. Navy, U.S. Coast Guard, tall ships and cruise ships).
 6. Stormwater, review the schematic plan to design a Best Management practice suitable to properly handle the Pier runoff.
 7. Have knowledge and expertise in Design Loads and Loading Combinations for wharf live loading. Including structural deck loads, design vessel parameters for each structure.
 8. Deliver to the Authority a final design and contract documents for bidding.
 9. Performing all tasks in coordination with the Authority.

B. Provide the following

1. Vendor company information

Firm's background and history in performing similar tasks
Overview of services and capabilities
Names of those that would be working with the Authority
Contact information

2. Qualifications and Capacity

Pages 5 and 6

3. Proposed budget

Pier 7 Fort Trumbull State Park bid amount (L.S.)
Hourly fee schedule for each level engineer
Proposed alternative fee

4. Completed Forms (see attached)

Form – 1 Affidavit of Third Party Fees
Form – 2 Campaign Contribution and Solicitation Limitations
Form – 3 Affidavit Concerning Nondiscrimination
Form – 4 Consulting Agreement Affidavit, Affidavit Concerning Consulting Fees
Form – 5 Gift and Campaign Contribution Certification
Form – 6 Commission on Human Rights and Opportunities
Form – 7 OPM Iran Certification

5. Vendor References

Supply references from three of your clients who have had contracted with you for similar projects.

III. CONTRACT PERIOD

The Authority anticipates that the successful proposer will commence work on or about December 1, 2018 and will be contracted to work for 1.5 years.

IV. CONTRACTOR QUALIFICATIONS

If your firm would like to be considered for this assignment, your submittal should consist of a letter-of-interest limited to one (1) page.

The selected firm shall have the Project Manager available on a daily basis for the direct and visual supervision of the staff performing the majority of this assignment.

It is anticipated this may be a multi-phased contract, and will utilize either a lump-sum or cost plus-fixed fee payment method.

V. SUBMISSION DEADLINE

The due date for proposals is 4:00 P.M. EST October 24, 2018. Proposals must be received in the required packaging with appropriate labeling at the Connecticut Port Authority, 455 Boston Post Road, Suite 204, Old Saybrook, CT 06475 (ATTN: Joseph Salvatore - RFP Pier 7 Fort Trumbull State Park). Late submissions will not be accepted.

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 State at the proposer's sole cost and expense.

VI. RFP PROCEDURES

A. *Official Contact.* The contact person for the purpose of this RFP is:

Joseph Salvatore
Connecticut Port Authority
455 Boston Post Road, Suite 204
Old Saybrook, Connecticut 06475
Email: joseph.salvatore@ct.gov

B. *All communications with the Authority.* Regarding this RFP must be directed in writing to the Official Contact via email or regular mail.

C. *Proposer Information.* The proposal must contain the official name, address and phone number of the proposer, the principal contact person for the proposal, and the name and signature of the person (or persons) authorized to execute contracts.

D. *Communications Notice.* 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.

E. *Inquiry Procedures.* All questions regarding this RFP and submission requirements must be directed, in writing, to the Official Authority Contact by. Proposers are required to limit their contact regarding this RFP to the person(s) named herein.

- F. Revisions to the RFP.** Only written modifications to this RFP issued in the form of one or more addenda will be considered to be alterations to this RFP. Oral comments are not binding. An Addendum may be issued by the Authority for any revisions, modifications, clarifications or alterations to the RFP.
- G. Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to Joseph Salvatore, Connecticut Port Authority, 455 Boston Post Road, Suite 204, Old Saybrook, CT 06475. The name and address of the proposer must appear in the upper left hand corner of the envelope or package. An original (clearly identified as such) and four (4) copies of the proposal must be submitted. The proposal must be signed by the proposer. Unsigned proposals will be rejected. Proposals transmitted by facsimile will not be accepted or reviewed.
- H. Proposals Due.** An original and four (4) copies, as well as an electronic version of proposal in PDF document form must be received no later than 4:00 P.M. EST, October 24, 2018.
- I. Minimum Submission Requirements.** 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.
- J. Selection Committee.** A Selection Committee comprised of Authority Members or other designees as deemed appropriate will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements. Proposals not meeting the minimum submission requirements will not be reviewed.
- K. Timeline.** The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the submittal deadline are target dates only.
- L. 4:00 P.M. EST October 24, 2018** Proposals Due

VII. EVALUATION CRITERIA

All proposals will be evaluated using the following criteria:

1. Experience, qualifications, and availability of current staff, including sub-consultants, proposed for this assignment. Weighted scoring value = 15%
2. Proposed staff or sub consultant capabilities/experience in the following:
 - Facility Design. Weighted score value = 15%
 - Structural Design. Weighted score value = 20%
 - Environmental Permitting. Weighted score value = 20%
 - Traffic Engineering & Modeling. Weighted score value = 15%
 - Public Involvement. Weighted score value = 15%

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.

Responding firms 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.

Please note, in an effort to streamline the certification and affidavit process for contract/agreement execution, the Authority is requiring selected firms to upload forms 1 - 7 on the Department of Administrative Services (DAS) Business Network ("BizNet") website. Further information can be found at <http://www.das.ct.gov/cr1.aspx?page=371> to subscribe to BizNet and obtain directions to upload the forms following the "vendor guide to uploading affidavits and nondiscrimination forms online (PDF)."

The Authority, in its sole discretion, reserves the right to award subsequent stages/phases of an assignment to selected firm(s).

Prior to the negotiations process, the selected firm will be required to have an Authority-approved audit and affirmative action plan, as well as current corporate registration with the Secretary of State. The selected firm will also be required to maintain insurance coverage from a firm approved to do business in the State of Connecticut. A minimum of Five million dollars (\$5,000,000) Professional Liability Insurance coverage, with a maximum deductible of five hundred thousand dollars (\$500,000), will be required. Proof of coverage must be submitted on a form acceptable to the State prior to the start of the negotiations process.

VIII. EVALUATION PROCESS

A screening committee consisting of one or more Authority Members will review all proposals. If at least three qualified proposals are received, the screening committee will evaluate the proposals based on the weighted award criteria described above and shall decide which respondent the Authority will seek to negotiate and ultimately contract with, if any.

IX. ERRORS

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

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 respondent 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 Chairman.

X. SUBCONTRACTING OR ASSIGNMENT

In the event a respondent proposes to subcontract for some or all of the services to be performed under the terms of the contract award, it shall state so in its proposal and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them. 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 respondent in its proposal, the agreement to be entered into between the respondent selected under this RFP, if any, and the Authority, may not be subcontracted or assigned by the respondent, in whole or in part, without the prior written consent of the Authority. Such consent, if granted, shall not relieve the respondent its responsibilities under the contract, except as otherwise expressly provided therein.

XI. CONDITIONS

Any prospective Administrator must be willing to adhere to the following conditions and must positively certify to adhere to them in its proposal:

1. **Acceptances or Rejection by the Authority.** The Authority reserves the right to accept or reject any or all proposals submitted for consideration under this RFP.
2. **Conformance with Statutes.** Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. **Ownership of Proposals.** All materials are considered public information with the exception of personal and financial information. Following the execution of one or more contracts in connection with this RFP, proposals will be available for review upon request. All proposals in response to this RFP will be the sole property of the State and subject to the provisions of Connecticut's Freedom of Information Act, CGS §1-200 et seq.
4. **Ownership of Subsequent Products.** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP will be sole property of the State unless stated otherwise in the contract.
5. **Timing and Sequence.** Timing and sequence of events resulting from this RFP will ultimately be determined by the Authority.
6. **Stability of Proposed Prices.** Any price offerings must be valid for a period of 90 days from the due date of the proposals.
7. **Oral Agreements.** 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.
8. **Amending or Canceling Requests.** The Authority reserves the right to amend or cancel this RFP.
9. **Rejection for Default or Misrepresentation.** The Authority reserves the right to reject any proposal if any proposed subcontractor is in the default of any prior contract with the state or for any misrepresentation.
10. **State's Clerical Errors in Awards.** The Authority reserves the right to correct inaccurate awards resulting from its clerical errors.
11. **Rejection of Qualified Proposals.** Proposals are subject to rejection in whole or in part if they limit or modify any of the terms, conditions and/or specifications of this RFP.

12. **Presentation of Supporting Evidence.** Any respondent, if requested, must be prepared to present evidence of experience, ability, service capacity, and financial standing.
13. **Changes to Proposal.** Except as otherwise permitted by the Authority, no additions or changes to a proposal will be allowed after submittal.
14. **Collusion.** By responding, the respondent implicitly states that its proposal is not made in connection with any competing respondent submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the respondent did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no member of the Authority participated directly or indirectly in the respondent's proposal preparation.
15. **EEO-4 Form.** The proposal shall include a copy of the company's latest EEO-4 report as well as a copy the respondent's equal employment policy statement.

XII. CONFLICT OF DOCUMENTS

Should any of the terms of any documents connected to the offer, acceptance, supply of goods, performance of services, and/or any verbal representations be in conflict with this RFP, the terms of the RFP shall supersede all other documents and/or verbal representations. The only exception would be if the Authority amends this RFP.

XIII. SEVERABILITY

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.

XIV. RIGHTS RESERVED BY THE AUTHORITY

The Authority reserves the right to modify or waive any requirement, condition or other term set forth in this RFP, to request additional information at any time from one or more respondents, to select any number of proposals submitted in response to the RFP or to reject any or all such proposals.

XV. NOTIFICATION OF AWARD

The selected respondent(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 respondent and the award may be directed to another respondent.

XVI. 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 Chairman of the Authority must be notified in writing of any price reduction within five (5) business days of the effective date.

1. RESPONDENT INFORMATION

Name: _____

Address: _____

Contact Person: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____ Website Address: _____

FEIN No: _____ State Sales Tax No: _____

If you are using a **THIRD PARTY** to write this proposal, please provide the following:

Consultant/Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____ Website Address: _____

2. REFERENCES

- 2.1. Please supply references from three of your clients who have contracted with you for similar projects (see Section II Scope of Services, Item B-5). **Attach as Exhibit 2.1.**

3. QUALIFICATIONS AND CAPACITY

- 3.1. Name the primary individuals who would work with the Authority, and explain their experience, relevant background and anticipated duties. Include brief resumes for each. **Attach as Exhibit 3.1.**
- 3.2. Please identify relevant past experience of your organization that demonstrates its fitness to perform the proposed scope of work, including:
(1) Depth and quality of experience in representation of Connecticut quasi-public entities or other reasonably comparable experiences;
- 3.3. 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. **Attach as Exhibit 3.2.**
- 3.4. 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. **Attach as Exhibit 3.3**
- 3.5. **Is the respondent, any principal or any affiliate of the respondent is a defendant of the respondent in any litigation?** YES NO
If yes, indicate the nature and status of the litigation. **Attach as Exhibit 3.4.**

4. PROPOSED BUDGET

- 4.1 Attach a detailed and specific fee schedule by level of Engineer using the budget document in Appendix A. You must include a fee proposal with specific hourly rates for each category of person who will work on the assignment (excluding clerical staff, whose time may not be billed). You might also choose to include a proposed alternative fee arrangement, such as, but not limited to, blended rates or fixed fees. **Attach as Appendix A, Exhibit 4.1.**

5. RESPONDENT CERTIFICATION

It is hereby represented by the respondent (undersigned) as an inducement to Connecticut Port Authority to consider the proposal, that to the best of my knowledge and belief, no information or data contained in the proposal or in the attachments are in any way false or incorrect, and that no material information has been omitted, including the financial statements. The respondent (undersigned) agrees that banks, credit agencies, the Connecticut Department of Labor, the Connecticut Department of Revenue Services, and other references are hereby authorized now, or any time in the future, to give the Connecticut Port Authority of any and all information in connection with matters referred to in this proposal.

Certifying Representative:

1. Type Name and Title: _____

2. Signature: _____

3. Date: _____

Appendix A, Exhibit 4.1

Fee Schedule

Provide the hourly rate for individuals based on the level of experience:

Experience Level of Engineer(s)	Hourly Rate
Junior Engineer (0-4 years, EIT)	
Mid-Level Engineer (4+ years)	
Senior Engineer (4-8 years)	
Junior Partner Engineer (8+ years)	
Senior Partner Engineer (20+ years)	

Alternative fee arrangements:

Proposed alternative fee arrangements, such as, but not limited to blended rates or fixed fees are encouraged. If you choose to provide an alternative fee arrangement, please describe in the box below: (if more space is needed, please attach another sheet and label Appendix A, Exhibit 4.1)

Name of Firm

Signature

Title

Date