



## **Connecticut Port Authority**

**Request for Qualifications  
For  
Construction Management Services**  
RFQ No. -CPA0020-0030

**For  
Infrastructure Improvements to Connecticut  
State Pier – New London, CT**

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## 1.0 INTRODUCTION

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### 1.01 PURPOSE

The Connecticut Port Authority (hereinafter “Authority” or “CPA”) is seeking to engage one (1) professional Construction Management (hereinafter referred to as “CMR”) firm to provide Construction Management at Risk services for the Infrastructure Improvements at the Connecticut State Pier New London (hereinafter referred to as “Project”). Through delivery of the Project, the Authority seeks to redevelop the New London State Pier Facility into a facility that may be used, in part, as an offshore wind turbine generator (“WTG”) hub through certain improvements and enter into a long-term operations and lease agreement through a public-private partnership pursuant to the Authority’s powers under Connecticut General Statutes Chapter 264a.

The Authority is a quasi-public body corporate and a political subdivision of the State of Connecticut. The Authority’s primary purpose is to coordinate the development of Connecticut’s ports and harbors, utilizing private and public investments in partnership with the Department of Economic and Community Development and other state, local and private entities and has statutory authorization to invest in, acquire, lease, purchase, own, manage, hold and dispose of real property and lease, convey or deal in or enter into agreements with respect to such property on terms necessary or incidental to carrying out its legislative purpose. The Connecticut Department of Administrative Services (“DAS”) and the Office of Policy and Management (“OPM”) have agreed to assist the Authority to effectively implement the Project. Furthermore, the Connecticut Department of Transportation (“ConnDOT”), as previous landowner, is responsible for site remediation. In addition to these public agencies, Northeast Offshore LLC (“NEO”), an offshore wind developer and Gateway (“Gateway”), a deep-water marine terminal operator, agreed to support the Authority to execute the Project. Refer to the Harbor Development Agreement (“HDA”) for further information, which herein attached as Appendix C.

This Request for Qualifications (“RFQ”) is issued for the purpose of soliciting qualification information from prospective CMR firms (hereinafter referred to as “Respondents”) and for the purpose of identifying Short Listed Respondents (hereinafter referred to as “Proposers”) that will advance to the second step in the procurement process. The Respondents must submit the information and documentation required in the format and order requested. Selection of the most qualified Respondents will be based on the submitted information and materials, prior project performance, proposed approach for achieving schedule milestones and maintaining budget compliance information obtained from references, information obtained from governmental agencies and entities, and such other information as may be obtained. The Respondents must give complete and accurate answers to all questions and provide the information and material requested.

The Scope of Services outlined herein along with such other information as the anticipated dates for the execution of a Contract with the CMR, and the anticipated Contract Term for the implementation of infrastructure improvements at the Connecticut State Pier New London are consistent with the description and schedule for the work identified in the HDA. The Authority, NEO Gateway New London LLC, a fully licensed and bonded deep-water marine terminal operator in the business of operating ports, entered into the HDA. Pursuant to the HDA, time is of the essence for the completion of this Project. The CMR and other parties shall diligently, promptly and punctually perform the services required.

The work is intended to create a heavy lift port facility totaling approximately 25 acres that will accommodate and support WTG hub or other cargo and port activities the (“Work”). The scope of work has the following primary components:

- 1) **Uplands Work:** consisting of excavation of substantial portions of the upland areas to achieve final grades; existing buildings, site and utility demolitions; installations of new electric, storm, wastewater, and potable water utilities; and comprehensive site grading and paving.
- 2) **Northeast Bulkhead Work:** consisting of the demolition of pier platform and in-water dolphins, dredging and seabed preparation, as well as new installations of a bulkhead, pile supported platform, and utility services.
- 3) **State Pier and the Central Vermont Railroad (“CVRR”) Pier Work:** consists of partial demolition of existing pier structures, installations of new pier structures, bulkheads, pile supported platform surfaces, dredging of sediments in the Thames River including a new turning basin, seabed preparation, extensive fill at the central wharf and final utility services and pier accessories necessary to complete the Project.
- 4) **Remediation:** a number of designated areas of the Site (i.e., Areas of Concern or AOCs) that have documented environmental impacts associated with historical site operations.

## 1.02 KEY ELEMENTS AND BACKGROUND

From the Authority’s perspective, CMR is a delivery method which entails a commitment by the construction manager to deliver the Project within a Guaranteed Maximum Price (“GMP”), which is based on a comprehensive set of construction drawings and specifications, at the time of the GMP, plus any reasonably inferred items or tasks. Furthermore, the CMR delivery method has been chosen to incorporate procedures to better control the schedule, budget, and quality of the works. The successful Proposer shall act as the CMR on the Project and will work closely with the Authority and NEO’s design team (Moffat and Nichol, “M&N”) during the balance of design development (“Pre-Construction”) phase, but M&N, the Project’s designer, will remain as the Engineer of Record (“EOR”). In addition, the Authority has separately contracted with AECOM Technical Services, Inc. as Construction Administration Consultant (hereinafter “CA”) to assist the Authority in the overall management of the Project. For purposes of this Project, the Authority’s Project Team includes staff from the following entities: CPA, DAS, OPM, ConnDOT, NEO, Gateway, EOR, and CA.

The CMR shall provide Pre-Construction, Construction and Post-Construction Services. Upon receiving a written Notice to Proceed (“NTP”), the selected CMR will provide the required staff, facilities, equipment and materials to effectively deliver the Project via one or more trades, skilled laborers, fabricators, erectors, service providers, and jobbers (hereinafter the “Trade Contractors”). For purposes of this RFQ, Trade Contractors are essentially a subcontractor that specializes in a specific part of a construction project. Self-performance of specific construction activities by the CMR, in lieu of subcontracting with a Trade Contractor, shall be permitted as part of the competitive trade contractor bid process. Self-performing work may include but is not limited to activities such as field engineering layout, demolition, concrete and general clean-up.

During the design phase, which correlates to the CMR’s Pre-Construction Phase, the CMR will

provide services such as review of drawings for constructability, pricing, scheduling, staging methods, material procurement strategies, risk identification/management, and other areas related to the construction of the Project.

As the design development process approaches completion, the Authority, the CA and the CMR will prequalify Trade Contractors followed by a competitive bid process for the Work. The Trade Contractor(s) will be contracted by the CMR to perform the Work consistent with the approved GMP.

The Authority is seeking a CMR with considerable expertise and experience in the following types of construction; in addition to the CMR's ability to manage complex construction, consistent with Federal and Connecticut permit approvals and management of Subconsultant(s) and Subcontractor(s), including SBE/MBE firms, to perform the work for this type of project:

- i. Select demolition and protection of elements that are to remain
- ii. Soil excavation, handling, re-use and disposal
- iii. Site remediation consistent with approved Remedial Action Plan
- iv. Seabed preparation and underwater fill placement
- v. Dredging, handling of contaminated sediment and sediment disposal
- vi. Ground improvement / stone columns
- vii. Hydraulic fill placement and compaction
- viii. King pile combi wall systems and pile supported concrete platforms
- ix. Deep foundation pile driving including through known obstructions
- x. Medium voltage electrical distribution and vault installation within high water table locations
- xi. Site security, such as access control, perimeter intrusion control and CCTV consistent with United States Coast Guard Maritime Security ("MARSEC")
- xii. Vessel shore power equipment including connection system

It is anticipated this Project will be delivered using a multi-phased Project approach, and that the delivery method will utilize the Firm, Fixed-Priced, Lump Sum Basis for the CMR services and the GMP payment method for Trade Contractor(s) following the competitive bid process noted above. The estimated construction cost \$130,000,000.

The Authority and the CA intend to use a two-step procurement to select the CMR, which essentially utilizes a qualifications and Best Value selection process. For purposes of this RFQ, Best Value is the highest overall evaluation score considering key evaluation criteria such as qualifications, experience and technical approach. The Authority is committed to a fair and thorough selection process; as such, a Selection Committee will be established to ensure consistency in the evaluations. The Authority's Selection Committee, based on the review of the Statement of Qualifications ("SOQ")'s, will determine a short list (the "Short List") to advance in the selection process. The Authority will issue a Request for Proposal ("RFP") to the Short List, which the Proposers will respond to by submitting a Proposal that is made up of two, separately packaged, sections. One section will be the "Technical Proposal", in which the Proposer addresses the requirements for their technical approach to the work. The second section will be the "Price Proposal", in which the Proposer submits their competitively priced information in accordance with the RFP. Both portions of the proposal will be used in the evaluation and selection process.

The Selection Committee will review the Technical Proposals and may host one or more interviews with the proposers. Based on the evaluations of the Technical Proposals and the interview, coupled with a scoring of the Price Proposal, the Selection Committee will recommend the highest rated Proposer with which to enter into a contract.

Details of the submittal requirements and the evaluation criteria is included in this RFQ. In addition, to ensure fairness and transparency, the Authority shall require that any potential Conflicts of Interest are identified during the process.

The anticipated CMR procurement schedule is:

▪ Issue Notice to Prospective Respondents	07/20/20
▪ Issue RFQ via DAS-BizNet website	07/21/20
▪ Respondent Questions Due	08/03/20
▪ Intent to Respond	08/03/20
▪ Answer to Questions	08/06/20
▪ SOQ Due Date	08/11/20
▪ Short List Notification	08/18/20
▪ Issue RFP (Short List only)	08/25/20
▪ Proposal Due Date	09/18/20

Interested firms are informed that a site visit / walkthrough is planned to occur following the Intent to Respond; however a date and time will be conveyed at another time. The Authority will receive Respondent Questions as detailed in Section 3.08. Questions received in writing prior to August 3, 2020 at 4.00PM (ET) will be responded to according to the CMR procurement schedule. Responses to Respondent questions will be posted on the CPA website. The Authority also has established the same deadline of August 3, 2020 at 4.00PM (ET) for prospective Respondents to inform the Authority in writing of their Intent to Respond. The Respondents notice of Intent to Respond shall be sent via E-Mail to both the Authority's Authorized Representative and the CA Representative, which are identified in Section 3.07.01. The submission of an Intent to Respond is not mandatory. However, the Authority intends to forward additional relevant Project materials to those Respondents that submit an Intent to Respond via E-Mail. It is the sole responsibility of the Respondent to ensure the Authority Representatives receive the Intent to Respond communication.

Key Project Milestones (from the current Project Delivery Work Schedule)

- 60% Design Documents: August 2020
- 90% Design Documents: October 2020
- Issue For Bid ("IFB") Documents: November 2020
- Issue For Construction ("IFC") Documents: January 2021
- Receive environmental permit approvals: February 2021
- Early Construction Duration: October 2020 – January 2021
- Final GMP approval: January 2021
- Construction Duration: January 2021 – August 2022
- Construction Phase I Substantial Completion: December 2021
- Construction Phase II (Regular Delivery) Substantial Completion: August 2022
- Certificate of Final Completion: February 2023

The Authority anticipates that the successful Proposer shall commence Work on or about late - September or early October 2020 and will be contracted to work through the Post-Construction phase December 2022.

### **1.03 AUTHORITY'S GOALS FOR PROJECT**

The following are goals identified by the Authority for the Project:

- a. Build a professional and collaborative project team among the Authority, NEO, DAS, OPM, EOR, CA and the CMR using the CMR procurement method to deliver the Project for the Authority.
- b. Complete the Project in a safe manner.
- c. Design and construct the Project within the allowable budget.
- d. Maximize beneficial re-use of existing soils and sediments consistent with the approved Site Remediation Plan
- e. Optimize the schedule to achieve both a high-quality project and timely/milestone-based project delivery.
- f. Maximize opportunities to use innovative design and construction practices to achieve compliance with Project schedule and budget.
- g. Maintain public trust and confidence in the Project and the CMR process through a collaborative process with the Project team

### **1.04 AUTHORITY RESERVATION OF RIGHT**

Our issuance of this RFQ constitutes only an invitation to Respondents to present their qualifications. This RFQ is not a tender or an offer nor a request for proposals, and we have no intention to make an offer by issuing this RFQ. In connection with this procurement, the Authority reserves to itself all rights available to it under the applicable laws, including without limitation, with or without cause, and with or without notice, and in its sole discretion, the right to:

- a. Modify the procurement process in its sole discretion to address applicable law and/or the best interests of the Authority.
- b. Cancel this RFQ or the subsequent RFP in whole or in part, at any time prior to the execution of a Contract, without incurring any cost, obligations, or liabilities.
- c. Issue a new RFQ after withdrawal of this RFQ or a subsequent RFP.
- d. Not issue an RFP.
- e. Reject any and all submittals, responses and SOQs received at any time.
- f. Modify all dates set or projected in this RFQ.
- g. Change any Evaluation Criteria upon giving reasonable notice to Respondents.
- h. Terminate evaluations of responses received at any time.
- i. Exclude any potential Respondent from submitting any response to the RFQ or RFP based on failure to comply with any requirements of those documents.
- j. Suspend and terminate contract negotiations at any time, elect not to commence contract negotiations with any responding Respondent and engage in negotiations with the next highest ranked Respondent.
- k. Issue addenda, supplements, and modifications to this RFQ prior to the date of submission of the SOQs.
- l. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- m. Negotiate with a Respondent/Proposer without being bound by any provision in its proposal.

- n. Disqualify any Respondent/Proposer under this RFQ, the RFP, or during the period between the RFQ and the RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP, or in any other communication from the Authority.
- o. Authority also maintains its right to use other methods to deliver the Project, in part or in whole.
- p. Award one or more CMR Contracts and Interim GMP Contracts for the entire Project, or any Phases, or for any other portions of the Project in the Authority's sole discretion.
- q. Throughout this process, both during and after procurement, the Authority maintains its right to terminate for convenience the CMR process in part or in its entirety.
- r. Exercise any other right reserved or afforded to the Authority under this RFQ.
- s. The Authority reserves the right to modify or waive any requirement, condition or other term set forth in this RFQ, to request additional information at any time from one or more Respondents, in which case the Respondent must provide that information within a reasonable time from the date of our request.
- t. Visit and examine the Respondent's Similar Projects, and any of the other projects referenced in the SOQs, and to observe and inspect the operations at these projects.

This RFQ does not commit the Authority to enter into a contract or proceed with the procurement described herein. The Authority assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or any subsequent RFP. The Authority will not be providing a stipend to the Respondents. All such costs shall be borne solely by each Respondent.

In no event shall the Authority be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a contract, in form and substance satisfactory to the Authority, has been executed and authorized by the Authority, and then only to the extent set forth therein.

#### **1.05 COOPERATION**

An important feature of the CMR process is collaboration and cooperation. Once the CMR is selected, as part of Pre-Construction, the EOR, the CA, and the CMR are to work cooperatively with the Authority and other stakeholders to optimize the finalization of the design of agreed upon scopes of work, prepare for and subsequently implement construction. To foster this collaboration, the Authority will require that the key staff members of the CMR, EOR, and the CA be co-located in the same office. The site location and office facilities / compound will be recommended by the CMR, approved by the Authority and implemented by the CMR.

#### **1.06 ROLE OF THE PROJECT'S EOR**

The Design Consultant, M&N, is contracted directly by NEO, separate from the CMR, to develop design documents for the Project. The design services shall provide infrastructure upgrades to the State Pier and the CVRR Pier to facilitate the delivery, staging, preassembly and load out of large offshore wind components. The improved facility shall consist of approximately 25 acres of uplands at varying elevations, the Northeast Bulkhead (NE BH), the Mooring Dolphins south of the Northeast Bulkhead, the State Pier, the Central Wharf (area between piers), the CVRR Pier and the Northwest Bulkhead (NW BH). Once design is complete and construction commences, the EOR shall review and approve submittals required by the design documents, which are generated

by the CMR and its Trade Contractors. The submittals will include, but are not limited to, shop drawings, product / material specifications, Requests for Information (“RFI”), As-Built drawings, warranties and certifications.

#### **1.07 ROLE OF THE AUTHORITY’S CONSTRUCTION ADMINISTRATION (CA) CONSULTANT**

AECOM Technical Services, Inc. is contracted directly by the Authority, separate from EOR and the CMR, to serve as the CA. The CA shall perform its services as an extension of the Authority’s staff through managing and oversight of the design and construction of the Project, including Peer Review of the design and Independent Cost Estimating (“ICE”). The CA will develop independent cost estimates for comparison with the CMR and Trade Contractor’s cost proposals and shall make recommendations to the Authority regarding if GMP or Interim GMP amounts are fair and reasonable. The CA, together with the CMR and Trade Contractor(s), will participate in the cost estimate reconciliation meetings to establish quantities, means and methods, production rates, methods of measurement and payment.

The CA will be responsible to monitor the overall Project scope, schedule, and budget. The CA is expected to develop and maintain the following documents with input from the CMR and the EOR: program schedule, program budget, and risk register.

#### **1.08 ROLE OF DAS**

Department of Administrative Services (“DAS”) provides timely, competent, cost-effective services that address the needs of State agencies, municipalities, private industry and the public. DAS, in collaboration with and through the Authority, shall provide project management oversight during the various stages of project delivery including planning, design, procurement, construction and project close-out.

#### **1.09 ROLE OF OPM**

The OPM functions as the Governor’s staff agency and plays a central role by providing the information and analysis used to formulate public policy and assist State agencies. OPM, in collaboration with and through the Authority, shall also assist with the provision of project management oversight throughout the various stages of project delivery including planning, design, procurement, construction and project close-out.

#### **1.10 ROLE OF ConnDOT**

ConnDOT is responsible for the development and operation of highways, railroads, mass transit systems, ports and waterways in Connecticut. As the designated “Certifying Party,” ConnDOT has the ultimate responsibility for investigating and remediating the Project Site. ConnDOT, in collaboration with the Authority, shall ensure that the site remediation activities are implemented in compliance with the approved Remediation Action Plan and consistent with the Project Delivery Work Schedule.

#### **1.11 ROLE OF SPECIAL INSPECTION (“SI”) CONSULTANT**

Inspection of selected materials, equipment, installation, fabrication, erection or placement of components and connections, to ensure compliance with approved construction documents and

standards will be performed by a Certified Special Inspection Consultant whom will provide advice to the Authority during the construction phase. SI will be contracted directly by the Authority. However, the CMR will be responsible for establishing the weekly look-ahead schedule and for requesting these services at least 48 hours in advance of the SI services performances. The CA shall coordinate and follow-up with appropriate parties to confirm that SI services, findings and resolutions – consistent with EOR recommendations - are incorporated by the CMR / Trade Contractor(s) into the works.

## **1.12 ENVIRONMENTAL COMPLIANCE AND PERMIT STATUS**

CPA’s consultants are coordinating with the lead regulatory review agencies - the United States Army Corps of Engineers (“USACE”), State of Connecticut Department of Energy and Environmental Protection (“CT DEEP”) and State of Connecticut Department of Transportation - for the necessary environmental permit approvals for the Project. Consultations with other State and Federal regulatory review agencies are also underway. Coordination with the local Congressional delegation is ongoing regarding Deauthorization of a portion of a Federal Navigation Project in the Project vicinity. A Section 408 Review Request has been submitted to USACE.

Details of Environmental Permit approvals and anticipated permit conditions are presented below:

- A Certificate of Permission from CT DEEP Land and Water Resources Division and authorization under the USACE Connecticut General Permit have been received to facilitate work on the NE bulkhead and existing pile supported dolphins that are immediately east of the NE bulkhead.
- Authorization under the CT DEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities have been received.
- The balance of the CT DEEP and USACE permit approvals for the Work are currently under review by these agencies under the Joint Permit Application (“JPA”) most recently submitted May 2020. CPA currently anticipates receipt of JPA approvals in February 2021. Authorizations anticipated under the JPA include: Clean Water Act Section 404 Individual Permit (“IP”) from USACE, inclusive of the Rivers and Harbors Act Section 10 authorizations; CWA Section 401 Water Quality Certification Permit from CT DEEP; and, CT DEEP Structures Dredge and Fill approvals.

Refer to Appendix D for further information. The Project’s permit approvals received from the agencies (and the associated permit applications) will dictate final conditions for the Work. Select anticipated permit conditions are included below for information only – additional conditions will apply to this Work. Regulatory permit approval documents, when received, shall take precedence over the list below.

Anticipated Permit Conditions:

- Work shall be completed in accordance with terms and conditions outlined in the Project permit authorizations, as well as those outlined above and any other required state/local approvals.

- The CPA anticipates the following construction windows will be in effect:
  - A “no in-water-work” window is anticipated in June through September, annually.
  - A Time-of-Year (“TOY”) window is anticipated which allows for dredging activities between October 1 through January 31, annually.
  - CT DEEP Natural Diversity Data Base (“NDDB”) has indicated that no Project construction activities should occur during the period of April 1 to June 30; or, if required, work during this timeframe should occur in accordance with the NDDB-approved Project Peregrine Falcon Protection Plan. (NDDB #201901490).
  - CPA anticipates that the following may also be applicable to the Project: Piles should either be installed between November 1 and March 15 OR must use a soft start each day of pile driving. Bubble curtains can be used to reduce sound pressure levels during vibratory or impact hammer pile driving.
  
- Stormwater management shall conform to the Project’s application and CT DEEP authorization. A new site stormwater collection and treatment system will be installed in the upland portions of the site. CPA anticipates that components will include the installation of trench drains, grate inlets, manholes, reinforced concrete pipe (“RCP”), water treatment units (vortechinics or similar), rain gardens and/or other stormwater storage/treatment options, and outfalls through the bulkhead.
  
- The Project design includes various turbidity controls. A conceptual Turbidity Control and Mitigation Measures plan and select details were submitted as part of the JPA. Implementation of a Water Quality Monitoring Plan (“WQMP”) will be required. The WQMP will be developed by the Authority Project Team with CT DEEP input and submitted for approval prior to the start of construction. Anticipated turbidity control measures include the use of floating turbidity curtains around an existing eelgrass bed and when warranted elsewhere on the Project; pumping and filtration of waters displaced as part of the Central Wharf fill operations; and, other appropriate measures. CT DEEP input on WQMP threshold turbidity monitoring values has been requested.
  
- CPA anticipates that sheet piles would be installed with vibratory hammers to reduce noise; however, if necessary, to complete installation, impact hammer may be used.
  
- Typical construction site best management practices, including dust control, vehicle entrance pads, etc. shall be implemented, as detailed in the JPA.

### **1.13 STATUS OF GEOTECHNICAL AND UTILITY REFERENCE DOCUMENTS**

The Authority intends to make available geotechnical and utility data as part of the RFP. For purposes of this RFQ, selected boring profiles and logs are included in Appendix F.

### **1.14 REMEDIAL ACTION PLAN**

The following describes the proposed strategy for reuse of Site-derived soils and sediments as part of site redevelopment. Available site characterization information indicates that a range of soil qualities exist on-site that will be generated as a result of the planned redevelopment. Sensible reuse and disposal options for each of these grades of material are discussed below. Wherever possible, materials will be managed to remain on- site.

1. Clean Soil/Fill consists of excavated material that has not been impacted by a release, and

which contains no COCs at concentrations above local background. Such materials are suitable for reuse on-site with no specific restrictions. Reuse of these materials is acceptable within the Central Wharf and elsewhere on-site as backfill, capping, or regrading as long as it is deemed to be structurally suitable. Surplus material, if unused on-site, would need to be disposed or reused off-site with no specific restrictions.

2. Polluted Soil consists of excavated material that yields concentrations of COCs, but below respective RDEC and GBPMC criteria. Based on results of the previous Site investigations it is anticipated that the majority of soils that are excavated as a result of Site redevelopment, other than that removed as a part of focused AOC remediation, will fall into this category. Polluted soils can theoretically be left in-place, used as fill within the Central Wharf area, reused on-site as backfill, for capping, or regrading with no restrictions as long as it is structurally suitable. Surplus material, however, would require disposal off-site at a permitted Disposal facility on ConnDOT's approved disposal facility list (suitable licensed disposal facility) or, potentially, reused off-site pending approval of the DEEP Commissioner.
3. Soil with COC Concentrations >RDEC, when excavated for remediation or other Site redevelopment purposes, may be left in-place or potentially used as fill within the Central Wharf area, reused on-site as backfill, for capping, or regrading with certain restrictions, including implementation of an Environmental Land Use Restriction (ELUR). Surplus material, however, would require disposal off-site or possibly reuse off-site pending approval of the DEEP Commissioner.
4. Soil with COC Concentrations >I/CDEC, when excavated for remediation or other Site redevelopment purposes, may be left in-place or reused on-site if rendered inaccessible and subject to certain restrictions, including implementation of an ELUR. Further, this material may also be used as fill within the Central Wharf area given the final grading plan incorporates a clean aggregate cap. Surplus material, however, would require disposal off-site. Reuse off-site, while theoretically possible with certain conditions, is not considered to be a reasonable, cost-effective option; therefore, surplus material of this quality would most likely require off-site disposal at a suitable licensed disposal facility.
5. Soil with COC Concentrations >GBPMC consists of soil materials that, when excavated for remediation or other Site redevelopment purposes, may be left in-place or reused on-site if rendered environmentally isolated, subject to certain restrictions, including implementation of an ELUR. If feasible, soils that exceed the Pollutant Mobility Criteria will be provided with an Engineered Control that will provide an impervious cover that will meet the definition of environmentally isolated. This material is not suitable for use as backfill within the site unless the material is stabilized sufficiently to mitigate leachability of those contaminants. Surplus material would require disposal off-site at a suitable licensed disposal facility.
6. Sediments with COC Concentrations >RDEC and/or I/CDEC consists of dredged sediments that despite the presence of COCs above RSR direct exposure criteria, are considered suitable for reuse as backfill within the Central Wharf area. Surplus or otherwise unsuitable material would require alternate, off-site disposal options, most likely at a suitable licensed disposal facility.

7. Sediments with COC Concentrations > GBPMC consists of dredge sediments that are considered unsuitable for reuse within the Central Wharf or elsewhere on-site unless they are solidified/treated to render contaminants insoluble in accordance with a CT DEEP Beneficial Use Determination. Otherwise, such material would require alternate, off-site disposal options, most likely disposal at a suitable licensed disposal facility.
8. Other Contaminated Material consists of soil or other materials that are heavily contaminated and therefore classifiable as RCRA Hazardous, PCB Waste, “free product” or other source material. No significant areas evidencing this type of material has been documented on-site at this time. Due to the applicable regulatory restrictions as well as prudence of removing such source materials from the Site, off-site disposal at a suitable licensed disposal facility is the likely method for management, if encountered during construction. Should free product petroleum product be encountered on-site during future investigations, remedial actions or construction, appropriate recovery with off-site disposal is the likely course of action with the installation of a treatment system for the long-term capture.

Soil tracking and management will be a key aspect of the material reuse program described above. The comprehensive RAP that will be developed for the project will provide detailed guidance regarding planned remedial actions for each AOC as well as the dredged sediments. When possible, material excavated from individual AOCs during remediation will be relocated directly to designated reuse areas, if appropriate. In addition, it is anticipated that a temporary Waste Stockpile Area (WSA) will be constructed in a suitable area of the Site to enable proper management of excess materials pending final disposition (i.e., reuse on-site or off-site disposal). Further, for material that cannot be emplaced in the short-term, the material will be handled in a manner consistent with the best management practices (BMPs) outlined in Section 5 of CTDEEP’s General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer), which expired in 2018. In the event CTDEEP reissues a new permit in the future, the updated BMPs shall be followed.

## **2.0 SCOPE OF SERVICES**

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The CMR services to be performed include, but are not be limited to, the following. Pre-Construction Services will commence from the contract commencement date and will terminate following the analysis and negotiation of Trade Contractor proposals, recommendations for award to Trade Contractor(s), the agreement on a Final GMP for the Work and a written NTP from the CPA. A portion of the Construction Services are anticipated to be concurrent with Pre-Construction Services in order to achieve the commencement of Early Construction Works, which may include but are not limited to select demolition and other in-water works during the 4<sup>th</sup> quarter of 2020. Construction Services shall conclude with the issuance of a Certificate of Substantial Completion. Post-Construction Services shall commence after the issuance of a Certificate of Substantial Completion and shall be completed upon the issuance of a Certificate of Final Completion.

## 2.01 CMR PRE-CONSTRUCTION SERVICES

During Pre-Construction, the CMR will engage in detailed discussions with the Authority team, including EOR and the CA, regarding key constructability issues, contract packaging, phasing of the work, and harbor related operations - thereby reducing the risk that those issues would impact the Project during construction and ensure the achievement of the Project goals. Specific Pre-Construction services that shall be provided include but are not limited to, the following:

- a. Analyze & review the Project Delivery Work Schedule for design, procurement, and construction milestones.
- b. Review master schedule and make recommendations for improvement.
- c. Create and update the construction schedule, including material procurement, fabrication, delivery and installation sequences. Provide recommendations for efficiency and schedule improvements.
- d. Participation in weekly Design Phase meetings until design process is complete.
- e. Within five (5) workdays following issuance of the CMR-NTP, attend a 60% Design Document Workshop with the Authority Project Team. CMR to present and discuss constructability and value engineering alternatives plus construction sequencing, scheduling, cost estimating and early construction work(s) for EOR consideration during development of 90% design documents.
- f. Provide review of design development documents @ 90%, Issue for Bid (“IFB”) and Issue For Construction (IFC”) stages with a specific focus on recommendations for (i) contract packaging, (ii) phasing / staging and sequencing of the Work to minimize construction schedule and (iii) opportunities to commence early work activities.
- g. Provide Constructability Reviews @ 90% design submittal and provide recommendations for potential cost savings measures.
- h. Develop a Construction Estimate @ 90%, IFB and IFC stages and attend Cost Reconciliation meetings with the Authority, the CA and EOR.
- i. Identify, recommend and develop early work packages for procurement of materials or execution of limited scoped of work.
- j. During the Pre-Construction phase, the CMR will be required to participate in the formal Value Engineering workshop as well as any other less formal value engineering services which are expected to be led by the Authority Project Team.
- k. Consistent with construction sequencing and early construction works, lead the development of a Construction Staging Plan and a Site Logistics Plan that collectively, provides two on-site office compounds. One for the Authority Project Team and is to be planned, designed and constructed / delivered by the CMR as early as possible following NTP. The second office compound is for terminal operational use and must be available such that the construction of the office compound can facilitate occupancy no later than August 1, 2022. The CMR is to plan the second office compound location with the Authority Project Team but the design and construction will be delivered by other 3<sup>rd</sup> parties, which the CMR must coordinate with.
- l. Analyze, review and make recommendations for payment to the CA for Applications for Payment generated by the Trade Contractors. Applications for Payment shall include reference materials that correlate with progress of the Work.
- m. Participate in the Joint Technical Commission as requested.
- n. Monthly progress reports including document development, schedule, permitting, quality, etc.
- o. Identify work that could be classified as special for the Authority’s consideration.

## **2.02 TRADE CONTRACTOR SELECTION AND PROCUREMENT SERVICES**

CMR services and responsibilities shall include the development of qualitative criteria and materials for the solicitation, identification and recommendation of qualified Trade Contractor(s).

Specific services during Pre-Construction include the following:

- a. CMR shall develop a schedule for solicitation with respect to Project milestones.
- b. Establish qualification criteria, manage notices and advertisement of the Work.
- c. Establish, conduct and manage the Pre-Bid Meeting(s) process.
- d. Review of bid packages and make recommendations for selection of trade Contractors.
- e. Participation in Trade Contractor scope meetings.
- f. Conduct bid analysis and make recommendation(s) for award.
- g. Analyze construction schedule, sequence and provide recommendations.
- h. Refine scope of early work trade packages and/or procurement.

## **2.03 CMR CONSTRUCTION OVERSITE SERVICES**

The CMR will be contractually responsible for price, schedule, quality and safety throughout construction, including early construction work(s). Proposers are encouraged to indicate their abilities to utilize accelerated and innovative construction techniques and self-performance of select construction activities to minimize the cost and overall timeline for development. Specific services during construction include the following:

- a. Review and comment on the Trade Contractor(s) baseline CPM construction schedule until approved by the CPA.
- b. Monitor, review and comment on the Trade Contractors progress update CPM construction schedules.
- c. Lead & keep record of construction meetings.
- d. Prior to commencement of construction, develop a Project specific Construction Safety Plan that at a minimum is consistent with the safety procedures, protocols and processes detailed in Appendix B, HSE Requirements – Orsted. Submit the Construction Safety Plan to the Authority Project Team for review and approval.
- e. Following award of Trade Contractor(s), review, comment and approve the Trade Contractor(s) Construction Safety Plans.
- f. After commencement of construction, review, comment on and monitor Safety Plans from each of the Trade Contractor(s).
- g. Review, comment on and monitor schedule of values.
- h. Review and recommend any requisitions for partial payments.
- i. Review and maintain Project Records on the Authority's chosen project management system.
- j. Ensure Trade Contractor(s) deliver the Work consistent with the permit conditions (i.e. permit language and compliance to be included within Trade Contractors' work).
- k. Develop and submit monthly progress reports including document development, schedule, deliveries, etc.
- l. Review, monitor, coordinate, and report on all Requests for Information, Construction Change Directives and Change Orders.
- m. Monitor and comment on the construction budget.
- n. Make recommendations for and arrange special inspection and testing and other professional services.
- o. Manage all claims and disputes until resolution is achieved.

- p. Review and maintain record of all Trade Contractor(s) certificates, qualifications, and licenses.
- q. If required purchase the long lead items prior to having the Trade Contractor(s) on board,
- r. Review and verify materials supplied for the Project.
- s. Visit fabrication sites and verify material delivery dates and the compliance with schedule.
- t. Engage and coordinate daily construction activities for on-shore and in-water works with the required stakeholders including but not limited to: US Coast Guard/Harbor Master, New London Harbor Commission, Connecticut State Historic Preservation Office, Cross Sound Ferry, Electric Boat, Connecticut Department of Energy and Environmental Protection, United States Army Corps of Engineers or other interested parties or stakeholders.

#### **2.04 CMR CONSTRUCTION SCHEDULER SERVICES**

CMR is required to employ or retain the services of a professional construction scheduler (the “Construction Scheduler”) during the Pre-Construction and the Construction Phases of the Project to develop and maintain a Project schedule using a Primavera P6 Critical Path Method (“CPM”) schedule software. The CPM schedule is to be provided to the Authority, DAS, OPM, the CA, NEO and the EOR for review and discussion. The Construction Scheduler services shall include but are not limited to:

- a. During Pre-Construction, develop a detailed CPM construction schedule that has no activity greater in duration than 30 calendar days.
- b. Update and submit the detailed CPM construction schedule on a monthly basis to the CA and the Authority.
- c. Identify the Long Lead Items and provide recommendation to Authority and CA.
- d. The CMR’s baseline and monthly updated detailed CPM construction schedules shall be compliant with in compliance with the CA’s Master Project Milestone Schedule and the environmental permit conditions and restrictions.
- e. During construction, update the detailed CPM construction schedule to incorporate the CPM schedules produced by the Trade Contractors and augmented by the CMR for works that are not yet awarded. No Trade Contractors schedules are to be incorporated until the Trade Contractor’s schedule has been reviewed, analyzed and accepted by the CMR as reflective of the as-planned, as-completed or as work underway.
- f. The Construction Scheduler shall attend meetings pertaining to scheduling and progress of the work including all progress meetings.

#### **2.05 CMR CLOSE-OUT SERVICES**

Services to be performed by the CMR after Construction Substantial Completion, which shall be determined by the Authority are to include, but not limited to, project close-out, filing for permits, completion or rectification of punch-list items, issuance of warranties, approval of as-built drawings, and other submissions and approvals as noted on the drawings, technical specifications and other contract documents.

## **2.06 TIME OF PERFORMANCE REQUIREMENTS**

The RFP will state the estimated time required for pre-construction services and the overall Project durations. The Pre-construction Services agreement will formalize the time required for those services. As specified above, the HDA requires time is of the essence for the Project.

## **3.0 INVITATION TO RESPOND**

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### **3.01 THE OPPORTUNITY**

Through this RFQ, the Authority is seeking Statements of Qualifications (“SOQs”) from Respondents who are qualified and prepared in all respects to perform the complete Construction Management Services throughout the Pre-Construction, Construction and Post-Construction Phases (the “Construction Management Services”). The Authority encourages potential Respondents to this RFQ to thoroughly review the Project documents to determine whether this opportunity aligns with their past project experience, current and anticipated workload, bonding and financial capacity, and overall business model.

This RFQ is the first step of a two-step Qualifications and Best Value procurement process. As noted previously, for purposes of this RFQ, Best Value is the highest overall evaluation score considering key evaluation criteria such as qualifications, experience and technical approach. The issuance of the RFP to Short Listed Proposers commences the second step. At the conclusion of the RFP process, the Authority will seek authorization from its Board to enter into an agreement with the Preferred Proposer for the delivery of the Project. The CMR Agreement will set out the rights and obligations of the parties for the performance of the Project’s Work.

### **3.02 INTENT TO RESPOND**

As soon as possible after issuance of this RFQ, potential Respondents shall notify the Authorized Representative(s), as defined in Section 3.07.01a and 3.07.01b, via e-mail of their intent to respond to this RFQ in order to receive important updates regarding the procurement process. The potential Respondent are required to provide the following information:

- (i) an affirmative statement of intent to (or not to) respond.
- (ii) contact name and title.
- (iii) firm name and location, including mailing address.
- (iv) contact phone number, and e-mail address.

### **3.03 CMR QUALIFICATIONS and SUBMISSION REQUIREMENTS**

The CMR must hold a DAS Prequalification Certificate in the CMR Group C classification. The Prequalification Certification process must be complete prior to the time of contact signing with the CPA. For information, the Trade Contractor(s) must also hold a DAS Prequalification Certificate in the appropriate classification prior to contract signing.

Interested Respondent shall submit all required exhibits and include the followings in their SOQ:

1. Cover Page and Table of Contents. (no page limit)
2. Letter-of-Interest and Project Approach Narrative (response limited to 5, double sided, pages).

- Describe project management approach during balance of design, procurement and construction services. Describe processes, methods and systems used for pre-construction and construction services such as planning, scheduling, cost estimating, performing constructability reviews and value engineering assessments and managing daily construction activities.
  - Describe qualifications and references for recently completed works of similar scale, cost, and complexity, including projects delivered via Construction Manager at Risk (“CMR”). In addition, highlight experience with multi-phased, large scale infrastructure projects that entail (i) safe working preparations, practices and reporting; (ii) complex in-water regulatory compliance, (iii) effective soil / sediment tracking and management approaches for beneficial reuse or disposal and (iv) preparing and implementing effective, and cost-efficient quality control and quality assurance programs, inclusive of subcontractors, suppliers and Trade Contractors.
  - Provide a log that identifies potential risks to the project and identify potential mitigation strategies.
  - Identify prospective construction related activities or works Respondent may self-perform.
  - Discuss Respondents understanding of the major components, issues and challenges the Respondent has identified on this maritime project and how it intends to address them. In the narrative, highlight anticipated construction sequencing; including an ‘Early Action Plan’ that commences construction activities during the 4<sup>th</sup> Quarter of 2020 and key actions the Respondent considers necessary to achieve the project schedule noted in Section 1.02.
3. Key Staff & Team Organization. (no page limit)
- Describe Respondents organization highlighting primary responsibilities / duties and present in chart format. Provide a narrative that describes why the proposed team was assembled; have the key staff previously worked together as a team; how the team structure will facilitate effective resolution of major issues; and to what extent will the CMR Team use external and/or internal sources to meet the specific needs of this Project.
  - At a minimum, key staff include the following: CMR Project Manager (and primary point of contact), CMR Pre-Construction Manager, CMR Procurement Manager, CMR Construction Manager, CMR Quality Manager, CMR Scheduler and CMR Safety Manager. In addition to providing a resume for each key staff member, include a narrative regarding how each of the key staff will provide value for successful delivery of the Project.
  - As noted above, CMR Scheduler has been determined to be key staff. The CMR is required to employ or retain the services of a professional Construction Scheduler with minimum qualifications as follow:
    1. Possess demonstrated proficiency in CPM schedule methodology.
    2. Have at least five (5) years of verifiable experience as the person primarily responsible for preparing and maintaining detailed construction schedules on projects of the same or similar size and nature as this Project.
  - For each key staff member, provide an estimate for the level of involvement that staff member will have throughout the project’s timeline. Level of

involvement to be presented on a monthly basis in percentage terms (i.e. 100% equates to full-time vs. 50%, which is half-time, and so forth). **Attach key staff and team organization materials as Exhibit 1.**

4. Example Projects of Similar Project Size, Type and Complexity. Provide a minimum of five (5) representative projects but no more than ten (10) projects from the entire Respondent team. Include relevant information including project description and services performed, construction cost, project duration, client and location, and any relevant information reasonably comparable to the scope of this project. At least three (3) of these projects shall be waterfront projects performed in the last 10 years with aggregate value of at least \$100 million. **Attach example projects as Exhibit 2.**
5. Provide references from 3 clients who have contracted with Respondent for similar projects where providing similar scope of services. **Attach references as Exhibit 3.**
6. Provide the Respondent's general qualifications, including the depth, breadth and quality of experience in representation of federal, municipal, state or quasi-public entities or other reasonably comparable experiences. **Attach general qualifications as Exhibit 4.**
7. Provide a chronological listing of the Respondent's five (5) most recently completed construction projects with a minimum construction cost of \$25 million. Include project description, services performed, construction cost, duration, client and location. **Attach as Exhibit 5.**
8. The SOQ shall include a copy of the company's latest EEO-4 report as well as a copy the Respondent's equal employment policy statement. **Attach EEO/ equal employment policy statement as Exhibit 6**
9. Respondent Adherence to Conditions, detailed in Section 3.05, shall be attached as **Exhibit 7.**
10. As Noted in Appendices, Form 1 thru 8 are provided for your information only. Completed Affidavits and Certifications, as detailed in Section 3.08.05, and listed in Appendix G, are required at RFP time.
  - 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 Chairperson's Certification Concerning Gifts
  - Form 8 OPM Iran Certification
  - Form 9 Affirmation of Receipt of State Ethics Laws Summary

NOTE: Failure to properly complete, sign, date, and include each of the required Affidavits and Certifications within the SOQ may result in the firm's submittal being deemed deficient and the firm may not be allowed to proceed to the Short List. Violations of Affidavits and Certifications (including, but not limited to, C.G.S. § 9-612(f)(2)(A)), may result in disqualification from entering into a contract with the Authority.

### 3.04 THE RESPONDENT

A Respondent to this RFQ must be controlled or managed by one or more Principal Participants and duly licensed or willing to become duly licensed to do business in Connecticut. A Principal Participant is the submitter or proposer; shall be an individual firm. Joint Ventures shall not be accepted. For purposes of this procurement, a Principal Participant cannot be on another Respondent team or otherwise participate in another Respondent's SOQ; however, subconsultants, subcontractors, suppliers, providers and advisors to the Principal Participant are not prohibited from being on more than one SOQ.

### 3.05 RESPONDENT ADHERENCE TO CONDITIONS

For clarity, any prospective CMR must be willing to adhere to the conditions set forth here and must positively certify to adhere to them in its SOQ and later in their Proposal should they be added into the Short List:

#### 3.05.01 CONDITIONS

Conditions are as follow:

- a. **Acceptances or Rejection by the Authority.** The Authority reserves the right to accept or reject any or all responses submitted for consideration under this RFQ.
- b. **Conformance with Statutes.** Any contract awarded as a result of this RFQ must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
- c. **Ownership of Responses.** All materials are considered public information with the exception of personal and confidential financial information. Following the execution of one or more contracts in connection with this RFQ and future RFP, responses will be available for review upon request. All responses submitted in connection with this RFQ/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.
- d. **Ownership of Subsequent Products.** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ/RFP will be sole property of the State unless stated otherwise in such contract.
- e. **Timing and Sequence.** Timing and sequence of events resulting from this RFQ will ultimately be determined by the Authority.
- f. **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.
- g. **Amending or Canceling Requests.** The Authority reserves the right to amend or cancel this RFQ.
- h. **Rejection for Default or Misrepresentation.** The Authority reserves the right to reject any response if any proposed subcontractor is in the default of any prior contract with the state or for any misrepresentation.
- i. **State's Clerical Errors in Awards.** The Authority reserves the right to correct inaccurate awards resulting from its clerical errors.
- j. **Rejection of Qualified Proposals.** SOQs are subject to rejection in whole or in part if they limit or modify any of the terms, conditions and/or specifications of this RFQ.

- k. **Presentation of Supporting Evidence.** Any Respondent must be prepared to present evidence of experience, ability, service capacity, and financial standing.
- l. **Changes to Response.** Except as otherwise permitted by the Authority, no additions or changes to a response will be allowed after submittal.
- m. **Collusion.** By responding, the respondent implicitly states that its submission is not made in connection with any competing respondent submitting a separate response to this RFQ, and is in all respects fair and without collusion or fraud. It is further implied that the respondent did not participate in the RFQ development process, had no knowledge of the specific contents of the RFQ prior to its issuance, and that no member of the Authority participated directly or indirectly in the respondent's proposal preparation.
- n. **PLA.** In accordance with PA 12-70, 5(d), any Respondent to this RFQ/RFP that does not agree to abide by the conditions of the PLA or a requirement to negotiate a PLA shall not be regarded as a responsible qualified bidder for such Project.

**3.05.02 RESPONDENT CERTIFICATION**

It is hereby represented by the respondent (undersigned) as an inducement to the 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 Authority any and all information in connection with matters referred to in this proposal.

Certifying Representative:

1. Type Name and Title: \_\_\_\_\_

2. Signature: \_\_\_\_\_

3. Date: \_\_\_\_\_

**3.06 SUBMISSION DEADLINE**

An original electronic version of the full submission **in PDF form must be submitted in full compliance with the requirements set forth in this RFQ to the Authority's Authorized Representative with CC to the CA Representative**, identified in Section 3.07.01 below, no later than 4:00 PM (ET) of the date set forth in the CMR Procurement Schedule (“SOQ Due Date”). Any responses received after the time will be considered non-responsive and therefore will be disqualified. No additions or changes to the original response will be allowed after submittal. While changes are not permitted, clarification of responses may be required by the Authority at the Respondent’s sole cost and expense.

**3.07 COMMUNICATION PROCEDURES**

**3.07.01 AUTHORIZED REPRESENTATIVE(S)**

The Authorized Representative is the single point of contact and source of information from each entity for this procurement.

- a. The Authority’s Authorized Representative for the purpose of this RFQ is:

Joseph R. Salvatore  
Program Manager  
Connecticut Port the Authority  
455 Boston Post Road, Suite 204, Old Saybrook, CT 06475  
E: joseph.salvatore@ct.gov

- b. The CA Representative for the purpose of this RFQ is:

Michael Garbolski, PE  
CA Project Manager  
AECOM Technical Services, Inc.  
500 Enterprise Drive, Suite 3B  
Rocky Hill, CT 06067  
E: Michael.garbolski@aecom.com

- c. Respondent’s Information. The response must contain:

Official Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Principal Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Website Address: \_\_\_\_\_

and the name and signature of the person (or persons) authorized to execute contracts.

If 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: \_\_\_\_\_

All communications with the Authority regarding this RFQ must be directed in writing to the Authorized Representative via email.

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

**3.07.02 RULES OF CONTACT**

The following rules of contact apply during the procurement process, which commenced upon initial issuance of this RFQ, and will be completed with the execution of the CMR Contract. The rules are designed to promote a fair and unbiased procurement process. “Contact” includes any

form of communication. The specific rules of contact include:

- a. After the deadline for submission of SOQs, neither a Respondent nor any member of its Respondent team, such as a subcontractor, subconsultant or supplier, may communicate with another Respondent or members of another Respondent's team about the procurement for the Project, the Project, the SOQs or the Proposals.
- b. All communications with the Authority or any person representing the Authority concerning this RFQ are strictly prohibited, except as permitted by this RFQ. Any violation of this prohibition by Respondents or their representatives will result in disqualification.
- c. Neither (1) any oral communication, or (2) any other information or contact that occurs outside the official communication process specified in this RFQ, will modify the terms of this RFQ, unless confirmed in writing by the Authorized Representative.
- d. Neither a Respondent nor its agents may contact any Federal or State official, or Authority Project Team member staff regarding the Project. If during the procurement process, a Respondent wishes to communicate with an Authority Project Team member or Federal / State official, they may only do so through the Authorized Representative noted in 3.07.01.
- e. Any communications determined to be improper, at the sole discretion of the Authority may result in disqualification.

### **3.08 RFQ SUBMISSION PROCEDURES**

#### **3.08.01 INQUIRY PROCEDURES**

All questions regarding this RFQ and submission requirements must be directed, in writing, to the Authorized Representative no later than the date set forth in the CMR Procurement Schedule ("Respondent Questions Due") by 2:00 PM EST. Respondents are required to limit their contact regarding this RFQ to the person(s) named herein.

All questions or request for clarification submitted by Respondents, without expressly identifying the originator, along with answers will be posted to the CPA website no later than the date set forth in the CMR Procurement Schedule. Any oral or written response provided in connection with this RFQ will not change, modify, amend or waive the requirements of this RFQ in any way. Potential Respondents must not rely on any response provided other than an addendum.

#### **3.08.02 REVISIONS TO THE RFQ**

Only written modifications to this RFQ issued in the form of one or more addenda will be considered to be alterations to this RFQ. Oral comments are not binding. An Addendum may be issued by the Authority for any revisions, modifications, clarifications or alterations to the RFQ.

#### **3.08.03 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 RFQ, the terms of the RFQ shall supersede all other documents and/or verbal representations. The only exception would be if the Authority amends this RFQ.

### **3.08.04 MINIMUM SUBMISSION REQUIREMENTS**

At a minimum, responses must: (1) be submitted before the deadline; (2) satisfy the delivery 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 response that fails to meet the minimum submission requirements or for any reason that the Authority that in their best interests, dictates such disqualification.

### **3.08.05 DAS REQUIREMENT FOR SOQ SUBMISSION PROCEDURES**

#### **a. Create a BizNet Account:**

Create a Business Network (“BizNet”) account in the State of Connecticut web-based platform by clicking the following link and following all instructions: <https://biznet.ct.gov/AccountMaint/NewLogin.aspx>

Click on the following link for information regarding creating BizNet Accounts:

<https://portal.ct.gov/DAS/Procurement/Contracting/DAS-Procurement-BizNet-Accounts>

#### **b. Delivery of Submission and Upload of Affidavits and Certifications:**

As noted in Sections 3.06 and 3.07, the full RFQ submission including certain Affidavits and Certifications shall be delivered via E-Mail in PDF format to the Authorities Authorized Representative prior to the deadline. In addition, electronically upload the Affidavits and Certifications via the BizNet account, created by the Respondent, prior to the SOQ Submittal Deadline. Click on the following link for additional information about uploading Affidavits and Certifications:

<https://portal.ct.gov/DAS/Procurement/Contracting/DAS-Procurement-BizNet-Accounts>

### **3.09 SUBCONTRACTING OR ASSIGNMENT**

In the event a Proposer 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 consideration a list of said subcontractors / subconsultants and an itemization of the products and/or services to be supplied by them. Nothing contained in the RFQ or the Proposer’s SOQ shall be construed as creating any contractual relationship between any such subcontractor / subconsultants and CMR or the Authority.

### **3.10 SMALL/MINORITY BUSINESS ENTERPRISE REQUIREMENTS**

The CMR is required to set aside at least 25% of the total value of the Construction or a portion of Subcontracts to be awarded to small contractors, on the basis of competitive bidding procedures. Of that portion to be set aside to small contractors, 25% must be reserved (minimum 6.25% of the total values) for awards to minority business enterprises, as defined in Section 4a-60g(a)(3) of the Connecticut General Statutes, (the “Set-Aside Program”). The final SBE/MBE goal will be provided in the RFP. The CMR will be required to submit the Project’s set aside plan to the Commission on Human Rights and Opportunities Contract Compliance section, and each trade contractor may be required to submit a set aside plan for its scope of Work and utilization of lower tier SBE/MBE subcontractors.

### 3.11 INSURANCE REQUIREMENTS

Insurance requirements, which must be satisfied prior to the award of the Contract, will be detailed in the RFP. Respondents are advised to review Appendix C, Harbor Development Agreement, for specific insurance requirements.

## 4.0 SELECTION PROCESS

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### 4.01 SUMMARY OF THE PROCUREMENT PROCESS

The CMR evaluation process is designed to ensure that the Authority selects the CMR team that is best suited with the necessary skills, personnel, resources, systems, and experience to provide valuable input to the design and to manage the Work in a manner that results in a high-quality constructed project.

### 4.02 SELECTION COMMITTEE

After the SOQ deadline has closed, the Authority shall review all responses for compliance with this RFQ. If a firm's submission is deficient, the firm may not be considered any further for the Short List process. The Committee is likely to be composed of one or more Authority Members, DAS and OPM staff (the "Selection Committee" or "Committee"). The responsibility of the Committee is to fairly and thoroughly assess the proposals submitted by Respondents in response to the Authority RFQ and RFP.

If at least three qualified responses are received, the Selection Committee will evaluate the responses based on the weighted evaluation criteria described below and intends to develop a short list of the "most highly qualified Respondents" based on the SOQ. In addition, at the Authority's discretion, the Committee may be supported with Technical Advisors, who are non-voting members from the Authority, DAS, OPM, ConnDOT, NEO, Gateway, the CA or EOR. The role of the Technical Advisors is to provide "subject matter" advice to the Committee. Technical Advisors may be assigned to assist, inform, advise, and make recommendations to the Committee's voting members.

### 4.03 PASS/FAIL EVALUATION CRITERIA

Prior to reviewing of the Respondent's full SOQ, each SOQ will be evaluated based on the following Pass/Fail Evaluation Criteria:

- a. **Responsiveness:** The SOQ does not deviate from the RFQ requirements in any material respect.
- b. **Experience:** The Respondent has demonstrated performance of Construction Management at Risk services, inclusive of Pre-Construction, Construction and Post-Construction Services, on at least one previous project with a construction cost of at least \$75 million.
- c. **Legal:** The Respondent has presented evidence showing its organization has the legal ability to enter into a CMR contract and perform the Work.
- d. **Financial:** The Respondent has demonstrated its ability to provide required bonds, insurance, and acceptable guarantees, and to meet other financial requirements of undertaking and completing the Work.

- e. **Vendor Responsibility:** The Respondent has demonstrated that it has no integrity or performance issues that could adversely impact its ability to advance to the RFP phase and to deliver the Project under the CMR.

If a Respondent satisfies each of the Pass/Fail evaluation criteria, we will further evaluate the SOQ using the Rating Criteria detailed below. If a SOQ does not meet a pass/fail criteria, the SOQ will be rated as “unacceptable” and no further evaluation will be performed. If the Respondent does not provide a timely response to the non-compliant pass/fail criteria, at the Authority’s discretion, the SOQ may be declared non-responsive.

The Authority does not anticipate conducting interviews as part of the RFQ process but reserves the right to do so. If the Authority elects to conduct interviews, each Respondent will be notified via E-Mail to arrange a date and time to conduct the interview.

#### 4.04 EVALUATION OF SOQ

The evaluation process is based on comparing and evaluating weighted criteria of qualifications and performance of all firms in relation to work of similar scope and complexity that is required for this specific contract in order to create a “Short List” of the most highly qualified firms. The following rating criteria will be used to evaluate the SOQs and to recommend a Short-List:

Max. Rating Points:	Short List Rating Criteria Categories
25	Proposed key personnel’s specialized experience and technical competence for the type of services required for this CMR Project. The quality of the Respondent’s management, reputation, and references.
25	Proposed team’s experience in CMR delivery capacity and capability to perform the work, including any specialized services and early construction work alternatives required to expedite delivery of this Project. Furthermore, the team shall demonstrate its knowledge and understanding of the specific management, technical and risk mitigation issues associated with a project of similar type and scale.
20	Respondent’s past performance record with the State of Connecticut and other clients for comparable waterfront development from design development through successful completion of construction close-out; consistent with environmental permit conditions, on-going adjacent maritime operations and in a manner that achieves effective public outreach.
20	The quality of the SOQ and the degree to which it demonstrates the Respondent’s approach to achieving compliance with project budget, the ability to implement quality control and safely perform the services and corresponding works while complying with the Project Delivery Work (Milestone) Schedule dated June 18,2020, attached herein as Appendix A.
10	The Respondent’s proposed plans for encouraging participation by SBE/MBE in connection with the Services including, as applicable, the respondent’s SBE/MBE Narrative Form.

Only the Short-Listed firms, Proposers, will be provided the RFP. The RFP will specify the requirements for submission of a technical proposal and a price proposal from each Proposer. In addition, the Authority hereby reminds the Respondent that, if short-listed, their SOQ score will carry over to the RFP evaluation and will form part of the basis of the final selection. Proposers may be invited to attend and participate in one or more interviews. Each firm's interview, or interviews, as well as the technical proposal and the price proposal will be evaluated by the Selection Committee. Upon fair and detailed evaluation, the Authority will select a CMR to perform the Construction Management Services for the Project. The Authority will e-mail the selected firm a "Conditional Selection Notification Letter" which will provide instructions regarding additional information that must be submitted for the processing of its contract.

## **5.0 MISCELLANEOUS**

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### **5.01 PROJECT LABOR AGREEMENT (PLA)**

The Authority, pursuant to Public Act 12-70, Sect. 5, has determined that it is in the public's interest to require a Project Labor Agreement ("PLA") for this Project after considering the effects such agreement will have on the following:

- a. The efficiency, cost, and economic benefits to the public entity;
- b. The availability of a skilled workforce to complete the public works project;
- c. The prevention of construction delays;
- d. The safety and quality of the public works project;
- e. The advancement of minority businesses; and,
- f. Employment opportunities for the community.

A PLA is a pre-hire agreement covering the terms and conditions for all persons who will perform construction work on the Project. The CMR, will negotiate the terms of, and enter into, the PLA with the Trade Contractor(s) and each of its affiliated local Unions (hereinafter referred to as the "Union(s)"), with respect to the site preparation, construction, additions and renovation of the Project. In addition to other terms and conditions, the PLA shall contain provisions required by the afore mentioned Public Act. The PLA shall be subject to the approval of the Authority and DAS. Any Proposer for a public works project that does not agree to abide by the PLA conditions or a requirement to negotiate a PLA shall not be regarded as a responsible qualified Proposer.

### **5.02 CONFIDENTIALITY STATEMENTS**

The SOQ and Proposal are an integral part of the CMR selection process. As such, SOQs and Proposals will be treated as confidential until the time of contract award or cessation of this procurement. The Authority cannot guarantee, however, that the courts or any other governmental agency with jurisdiction over such matters will treat such documents and content as confidential.

### **5.03 CONFLICT OF INTEREST**

The Work related to this Project may, at any time, raise questions about real or perceived conflicts of interest because of the Respondent's or prospective team member's relationship to other entities or individuals. The Respondent's attention is directed to 23 CFR Part 636 Subpart A and Connecticut General Statutes § 1-101nn which set forth the federal and state law, respectively, regarding conflicts of interest and unfair competitive advantages.

The Respondent's attention is also directed to 23 CFR Section 636.116 regarding organizational conflicts of interest and to Section 636.103 which defines "organizational conflict of interest" under federal law as; Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Authority, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair advantage.

It is the responsibility of each Respondent to police itself and its team related to Conflict Situations. The Respondent agrees that if, at any time during the procurement process, or even after award of the contract, an individual or organizational Conflict Situation develops or is discovered, the Respondent shall make an immediate and full disclosure to the Authority. Such disclosure shall include a description of the action that the Respondent has taken or proposes to take to avoid or mitigate the conflict or potential conflict.

An unfair competitive advantage may arise if a Respondent engages a firm or individual with knowledge of the Authority's deliberations with respect to this Project, or knowledge of another team's proposal.

#### **5.04 DISCLOSURE**

Respondents shall disclose:

- a. any past or present assignments, relationships or other employment that Respondent or any of its employees has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as the CMR on this Project.
- b. 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 Respondent or its predecessors, or any of its present or former members, employees and associates.

#### **5.05 VIOLATION OF DISCLOSURE REQUIREMENTS**

The Authority, in its sole discretion, reserves the right to make a determination relative to real or potential Conflict Situations and the Respondent's ability to mitigate such situations. An organization or individual determined to have a Conflict Situation relative to this procurement or project that cannot be mitigated, shall not be allowed to participate as part of the Respondent for the Project. A conflict arising under Connecticut General Statutes §1-101nn, as determined by the Office of State Ethics, cannot be mitigated.

If a Conflict Situation is discovered during the procurement process or even during the performance of the Contract, the Authority reserves the right to:

- a. Mitigate the conflict by disclosing information to all Respondent. If the documents or work product are considered proprietary under Connecticut law, the Respondent will be given the opportunity to waive this protection from disclosure. If a Respondent elects not to waive protection, then the Respondent may be disqualified;
- b. Disqualify any prospective Respondent team member or reject any SOQ/Proposal at any time solely on the grounds that a real or perceived Conflict Situation is presented;
- c. Require any prospective Respondent or team member to take any action or supply any information necessary to determine the extent of the Conflict Situation, including without limitation, obtaining an opinion from the Office of State Ethics, and/or;

- d. Terminate any contract arising out of this solicitation if, in the opinion of the Authority, any such relationship would constitute or have the potential to create a real or perceived Conflict Situation that cannot be resolved to the satisfaction of the Authority.

All Respondent agree by submitting SOQs or Proposals that the Authority is in no way responsible for: costs associated with an appeal; costs incurred to resolve or mitigate an existing or potential Conflict Situation; or costs associated with a SOQ/Proposal that is not considered due to the existence of a perceived or actual Conflict Situation. All such risks and burdens rest with the Proposer, firm or individual related to that Proposal.

#### **5.06 ERRORS**

If a Respondent discovers an error after submitting its SOQ, but prior to the SOQ submission deadline, the respondent may request that the SOQ be withdrawn. This request must be submitted in writing and signed by the Authorized Representative of the firm. If the request is approved, the Respondent may submit a revised SOQ as long as it is received prior to the SOQ submission deadline. No alterations or corrections to the SOQs are permitted after the responses are opened. If an error is discovered after the SOQ opening but before contract award, the respondent may request that its response be withdrawn. The Authorized Representative of the firm must submit this request in writing. The decision to permit withdrawal of the SOQ will be at the discretion of the Authority.

#### **5.07 AUTHORITY SEVERABILITY**

The invalidity of any portion of this RFQ will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this RFQ 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.