

REPLACEMENT OF WALK BRIDGE OVER NORWALK RIVER NORWALK

NORWALK, CONNECTICUT

Project No. 0301-0176

CONSTRUCTION MANAGER / GENERAL
CONTRACTOR (CM/GC) PROCUREMENT

REQUEST FOR STATEMENT OF
QUALIFICATIONS

SUBMITTAL DEADLINE:

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**CONNECTICUT DEPARTMENT OF TRANSPORTATION
REPLACEMENT OF WALK BRIDGE IN NORWALK, CT
CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) PROCUREMENT
REQUEST FOR STATEMENT OF QUALIFICATIONS**

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1. INTRODUCTION

1.1 SUMMARY OF CM/GC PROCUREMENT PROCESS

The Connecticut Department of Transportation (The ConnDOT) hereby, in this Request for Qualifications (RFQ), invites responses from Proposers to provide Construction Manager/ General Contractor (CM/GC) services on the replacement Walk Bridge project over the Norwalk River in Norwalk, Connecticut, as further described in Section 1.4 below. The ConnDOT seeks proposals from teams that are highly skilled in providing both preconstruction phase services and construction phase services.

The ConnDOT is seeking a Contractor who will add significant value to the project during the design process. The intent is to form a partnership with The ConnDOT, the Designer, and the Contractor to minimize risk, improve the construction schedule, bring innovative practices, and optimize the budget. The Walk Bridge team will rely on the CM/GC Contractor to provide expertise in both the preconstruction phase and the construction phase, exhibiting skills such as:

- The skills and knowledge to estimate the quantities of materials, labor, and equipment needed.
- The skills and knowledge to determine the tasks (work breakdown structure) needed to complete the work and to estimate the costs, durations, and sequence of those tasks.
- An understanding of the availability, cost and capacities of materials, labor, and equipment.
- The skills and knowledge to identify potential risks (including financial risks) and methods to mitigate them during the design process.
- The skills and knowledge to provide input on constructability, efficiencies, means and methods, and other items during the design process.
- The skills and knowledge to successfully implement the construction of the Walk Bridge.

By using the CM/GC process, The ConnDOT seeks to hire the best value CM/GC team to provide preconstruction services (concurrent with the design development by The ConnDOT's design consultant) and to negotiate a Guaranteed Maximum Price (GMP) for a particular scope of work, and to then construct that specific scope of work.

The ConnDOT has previously published and posted a "CM/GC Procurement Guidance Document for the Walk Bridge Project", dated December 23, 2014. The ConnDOT suggests that any interested parties review that document, including any updates or revisions, for additional information. In the case of any conflict between that document and this RFQ document, this RFQ document governs.

The ConnDOT CM/GC procurement process will consist of two steps:

- The first step will be to identify the most highly qualified Proposers. In this step, the responses to this RFQ (defined as the Proposers' "Statements of Qualification" or "SOQ") shall be evaluated by The ConnDOT. The ConnDOT shall establish a Short List of the most highly qualified Proposers, who shall be invited to respond to an upcoming Request for Proposal (RFP). The SOQ requirements and the selection criteria for establishing the Short List are described in detail in this RFQ document.
- The second step will be to identify the single highest-rated Proposer with which to enter into a CM/GC contract via the Short List Proposers' responses to that future RFP. The response to the RFP will include a Technical Proposal, an Interview, and a Price Proposal. In addition, the Proposer's points from the SOQ evaluation will carry over to the second step evaluation. The ConnDOT will evaluate all four elements in developing its decision.

The ConnDOT will select a CM/GC Contractor (hereinafter referred to as "Contractor") to provide both preconstruction phase and construction phase expertise. During the design phase, the Contractor is expected to provide preconstruction services such as plan reviews for constructability, pricing, scheduling, staging

methods, efficiency, material procurement strategies, risk identification/management, and other areas related to the construction of the Project. As the design approaches completion, The ConnDOT and the CM/GC will negotiate the GMP price for the work using a price estimate set by the Independent Cost Estimator (ICE) to measure against. The CM/GC will not proceed into construction unless The ConnDOT agrees that the price provided, as part of an agreement to complete the Project or a portion of the Project (and independently evaluated) is fair, reasonable, and defensible. Once the construction Notice to Proceed (NTP) is issued, the CM/GC will perform the traditional role of a general contractor.

Please note that should The ConnDOT and the Contractor's GMP negotiations not be successful, The ConnDOT reserves its right to cancel the agreement with the Contractor. If The ConnDOT elects this measure, The ConnDOT will re-procure the work, and the Contractor will be ineligible to bid on that work.

The ConnDOT expects that the CM/GC contract will be made up of the following parts:

1. Preconstruction Services Agreement that covers the scope of work to be provided in the preconstruction phase and compensation for that work. It is expected that the terms and conditions of the Preconstruction Services Agreement will be similar to a The ConnDOT professional services contract. The compensation for the CM/GC services under the Preconstruction Services Agreement will be based on the actual salaries and hours spent by the assigned personnel, with an additional multiplier of fifty percent (50%) applied, to account for any indirect costs and profit.
2. Construction Contract that covers the construction work to be performed, with compensation for that work in accordance with the GMP or Interim GMP. It is expected that the terms and conditions of the Construction Contract will be similar to a The ConnDOT construction contract. It is expected that compensation for the CM/GC services under the Construction Contract shall be made up of a negotiated GMP to account for all direct costs and field overhead costs, with an additional multiplier applied to account for all home/office overhead and profit.

The ConnDOT is seeking a Contractor with considerable expertise and experience in the following types of construction:

- Movable bridges
- Railroad construction – including track, power, signals, and communication
- Catenary work
- In-water work
- Deep Foundations
- High Tower Transmission work
- In addition, The ConnDOT will value the Contractor's ability to manage complex projects, manage subcontractors including DBE firms, provide important preconstruction phase advice such as risk identification and project controls, and execute a significant amount of "self-performed" work for this type of project. Specific evaluation criteria is included later in this RFQ.

An important feature of the CM/GC process is collaboration and cooperation. To foster that collaboration, The ConnDOT will require that the key staff members of the Contractor, the Designer, and the Program Manager (PM) Consultant be co-located in the same office. That location will be determined as this procurement process evolves. In addition, The ConnDOT expects to implement a robust partnering program on this Project.

A summary of key elements of the ConnDOT CM/GC process includes:

- The Contractor may be a single entity or a joint venture. In addition, a Proposer team may include Key Subcontractors.
- The Contractor must be prequalified by The ConnDOT to be included in the Short List, as provided herein.
- The Contractor (the prime entity, not including Key Subcontractors) must self-perform no less than fifty percent (50%) of the overall contract value.
- The ConnDOT intends to employ a PM Consultant to assist in overall project management.

- The Contractor, Design Consultant, PM Consultant, and other members of the ConnDOT team will be co-located at a location to be determined.
- A set multiplier of fifty percent (50%) shall be applied to the CM/GC's direct salary during preconstruction phase services, to compensate for overhead and profit.
- The ConnDOT intends to employ an ICE to work with the Contractor and to develop a cost estimate. The minimum threshold for agreement with a Contractor's GMP will be that it must be less than one hundred-ten percent (110%) of the ICE's estimate.
- Should The ConnDOT and the CM/GC be unsuccessful in the GMP negotiation, The ConnDOT shall procure the construction using other methods, and the CM/GC Contractor will lose its right to bid on that work.

1.2 THE CONNDOT RESERVATION OF RIGHTS:

In connection with this procurement, The ConnDOT 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:

1. Modify the procurement process in its sole discretion to address applicable law and/or the best interests of The ConnDOT.
2. Develop the Project in any manner that it, in its sole discretion, deems necessary. If The ConnDOT is unable to negotiate a Preconstruction Services Agreement to its satisfaction with a Proposer, it may negotiate with the next highest rated Proposer, terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights as it deems appropriate.
3. Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by The ConnDOT of a Preconstruction Services Agreement or Construction Contract, without incurring any cost, obligations, or liabilities.
4. Issue a new RFQ after withdrawal of this RFQ or a subsequent RFP.
5. Not issue an RFP.
6. Reject any and all submittals, responses and SOQs received at any time.
7. Modify all dates set or projected in this RFQ.
8. Terminate evaluations of responses received at any time.
9. Exclude any potential Proposer from submitting any response to the RFQ or RFP based on failure to comply with any requirements of those documents.
10. Suspend and terminate contract negotiations at any time, elect not to commence contract negotiations with any responding Proposer and engage in negotiations with other than the highest ranked Proposer.
11. Issue addenda, supplements, and modifications to this RFQ.
12. Appoint selection committees to review SOQs, make recommendations to the ConnDOT Commissioner, and seek the assistance of outside technical experts and consultants in SOQ evaluation.
13. Require confirmation or clarification of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ, and require additional evidence of qualifications to perform the work described in this RFQ.
14. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
15. Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
16. Negotiate with a Proposer without being bound by any provision in its proposal.
17. Waive deficiencies in a SOQ, accept and review a non-conforming SOQ, or permit clarifications or supplements to a SOQ.
18. Disqualify any Proposer that changes its submittal without The ConnDOT approval.
19. Disqualify any 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 ConnDOT.

20. Award one or more CM/GC Preconstruction Services Contracts and Interim GMP Contracts for the entire Project, or any Phases, or for any other portions of the Project in The ConnDOT's sole discretion.
21. Not issue a NTP after execution of any CM/GC Preconstruction Services Contract or Interim GMP Contract.
22. Develop or construct some or the entire Project itself.
23. Exercise any other right reserved or afforded to The ConnDOT under this RFQ.

This RFQ does not commit The ConnDOT to enter into a contract or proceed with the procurement described herein. The ConnDOT 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 ConnDOT will not be providing a stipend to the Proposers. All of such costs shall be borne solely by each Proposer. In no event shall The ConnDOT 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 ConnDOT, has been executed and authorized by The ConnDOT, and then only to the extent set forth therein.

1.3 TERMINOLOGY:

The following are common terms used in this document:

Best Value CM/GC Procurement Process (BVCM/GC): A two-phase selection process in which the first phase consists of creating a Short List of qualified Proposers. The second phase consists of the submission of technical and price proposals in response to a RFP. The final selection will be based on the scores of the SOQ, the Technical proposal, the Interview, and the Price Proposal.

Blind Bid Process: Bidding process set up to verify a comparison between all estimates completed by The ConnDOT, the ICE, and the CM/GC Contractor. The ICE's estimate is kept hidden, or "blind," from the Contractor and the PM Consultant to maintain integrity in the bidding process. In order to pass the minimum threshold for agreement, the Contractor's GMP or Interim GMP price must not exceed one hundred ten percent (110%) of the ICE's estimate.

Construction Manager / General Contractor (CM/GC): A contractor, or joint venture, under contract with The ConnDOT to perform preconstruction phase and construction phase services. The term CM/GC is also used to describe the project delivery method. The CM/GC Contractor is part of the overall project team consisting of The ConnDOT staff, the Design Consultant, the Program Management Consultant, an ICE firm, and a Peer Review Consultant. The Contractor will initially – while the design is progressing - provide services such as plan reviews for constructability, pricing, scheduling, staging methods, efficiency, material procurement strategies, risk identification/management, and other areas related to the construction of the Project. During the construction phase, the Contractor performs the same functions as The ConnDOT General Contractors under traditional project delivery methods. The Contractor is not the Designer of Record at any time during the life of the Project. The Contractor and the Designer of Record are contracted separately by The ConnDOT.

CM/GC - Request for Qualification (RFQ): The document published by The ConnDOT requesting Statements of Qualifications (SOQs) from prospective CM/GC Proposers. The RFQ contains specific requirements needed for review and consideration by The ConnDOT to determine which Proposers will be Short Listed and invited to continue in the CM/GC selection process.

Critical Path Method Schedule (CPM): The optimal time and cost-saving technique for planning, organizing, and scheduling critical construction activities, materials, and work force operations. A comprehensive network approach to manage projects to be communicated, updated, and monitored for all project team members. Additionally, this method can be valuable for evaluation of changes, implementation of efficient delay/recovery efforts, and is the most accepted method when assessing the causes of delays. It is anticipated that The ConnDOT will require the Contractor to use Primavera P6 scheduling software for this Project. Specific requirements will be included in the RFP.

Constructability Review: A process that integrates the Contractor's build/assembly skill sets into the design phase. By active/early involvement, the Contractor provides its expertise and experience, as the design is being finalized, to identify potential problems, provide details, provide clarity, optimize methods, and to evaluate phasing complexity. These evaluations are beneficial in reducing critical schedule delays, reducing requests for information (RFIs), and reducing change orders and/or construction claims.

Construction Contract (CM/GC): A written agreement between The ConnDOT and the Contractor setting forth the obligation of the parties, including the furnishing of labor, equipment, and materials, and defining the basis of payment. The construction contract will be in accordance with the standard The ConnDOT construction contract and will include the information provided as part of the Price Proposal, the GMP or Interim GMP, GMP record documentation, any addenda, contract agreement, contract bonds, certificates of insurance, standard specifications, special provisions, project plans, standard drawings, design performance criteria documents, reference documents, engineering directives, and any supplemental agreements that are required to complete the construction of the work in an acceptable manner, all of which constitute one instrument. The Construction Contract, along with the Terms and Conditions and the Preconstruction Services Agreement, together make up the "contract" for CM/GC services.

Construction Phase Multiplier: A fixed fee for the work expressed as a percentage of the total construction cost. The construction phase multiplier will compensate the Contractor for their profit and the portion of home/office overhead G&A allocated to the Project. The fixed-fee percentage will be used in the Contractor's estimates and their GMP proposals. The profit component of the construction phase multiplier is to include any bonuses and employee performance incentives, but excludes all costs associated with direct Project construction activities, including but not limited to risk or contingency. Home/office overhead is defined as all auditable costs that are allocated to all of the Contractor's ongoing projects, and all other corporate operation costs, including insurance that is maintained by the Contractor as a general cost of doing business. The construction phase multiplier shall not include any field indirect costs or direct costs of the Project. It is anticipated that the Price Proposal portion of the response to the upcoming RFQ shall consist of the proposed Construction Phase Multiplier.

Contingencies:

- **GMP Contingency** - At the sole discretion of The ConnDOT, during the finalization of the GMP or an Interim GMP, a certain amount of funds may be approved for inclusion in the Interim GMP or GMP as a *GMP Contingency* amount. This may be earned as an allowance within the Interim GMP and will be well-defined during the GMP or Interim GMP negotiations to tailor specifically to elements of work identified in that particular Interim GMP. The contingency is not guaranteed to be earned by the Contractor and use of any portion of the contingency must be approved by The ConnDOT.

The GMP Contingency is intended for the following:

- Design changes not represented in construction documents used as the basis of fee (i.e., costs as a result of design changes between ninety percent [90%] and one hundred percent [100%] completion)
 - Quantity variations
 - Minor design changes
 - Identified risks
 - Shared risk items
- **The ConnDOT Contingency** – This is an overall Program budgeting reserve that the ConnDOT, in its sole discretion, may establish and maintain exclusively for its own use.

Cost Estimate Calibration Meetings: As part of preconstruction phase services, the Contractor, The ConnDOT, the PM Consultant, the Design Consultant, and the ICE will hold regular meetings to plan relevant aspects of the cost estimate organization and break-down for a specific scope of work. This will include a cost

estimate narrative, a detailed assessment of the Project's limitations of operations, reconciliation of the quantities, crew sizes, production rates and material costs, the planned "method of measurement" and "basis of payment", and a description of the Contractor's planned "means and methods" for constructing the project scope. The intent of these meetings is to provide common ground for later GMP negotiations between The ConnDOT and the Contractor.

Cost Model: A cost accounting tabulation for the construction of the Project that is developed by the Contractor prior to development of the Guaranteed Maximum Price (GMP) or Interim GMPs for the program and/or a particular scope within the program. The Cost Model will be based on the Work Breakdown Structure established by the PM Consultant in the PM Consultant's program budget, and will use the Contractor's proposed software and estimating methodology. The Cost Model will be generated to properly plan how the production-based construction cost estimates will be developed to allow comparison with the PM cost estimate and the independent cost estimates and will be summarized into a The ConnDOT approved work breakdown structure (WBS).

Conflict of Interest: A situation in which, because of existing or planned activities or because of relationships with other persons, the vendor appears, is unable, or is potentially unable to render impartial assistance or advice to the State, the vendor's objectivity in performing the contract work is, or might be otherwise, impaired, or the vendor has an unfair advantage.

The ConnDOT: The State of Connecticut, Department of Transportation

Contractor: Following the award of the Contract between the State of Connecticut Department of Transportation and a second party, it shall be taken such that when the word is capitalized, it refers to the party of the second part to the Contract, acting directly or through its agents or employees. Following the award of the Contract when this word is not capitalized, it is to be taken in its more general sense. During the procurement process, whether the word is capitalized or not, it shall be taken in the general sense.

Design Review Team: Representatives from the Contractor, the Designer, the PM Consultant, and The ConnDOT ~~Project Manager~~ with supplemental assistance for technical aspects that may be non-routine and necessary to evaluate the design packages.

Direct Costs: For the preconstruction phase, the costs that will be directly reimbursed and not subject to the preconstruction multiplier. Examples include travel and housing allowance for key personnel, occasional travel for off-site personnel to visit the site for specific purposes, office expenses, and other expenses further detailed in the RFP. For the construction phase, the total of all direct cost for field construction to complete the Project, which includes loaded labor rates, permanent materials, construction materials, equipment, and subcontracted work. Direct costs shall not include any contingencies, any allocation of field indirect costs, or the Contractor's profit and home/office overhead.

Engineer of Record/Design Consultant: The design engineer(s) who is (are) responsible for signing and sealing the contract plans and related documents, and who are contracted separately with The ConnDOT. The Design Consultant for the Walk Bridge Replacement Project is HNTB.

Equipment Rate: Includes hourly rental rate, either equipment depreciation for contractor owned equipment or outside rental. Also includes Equipment Operating Expense (EOE) consisting of fuel cost, running repairs, repair labor, and consumable items such as tires, ground wear parts, and cables. Also included is the cost of labor and equipment required for running repairs such as fueling and daily and periodic maintenance. Equipment rates will be in accordance with The ConnDOT Standard Specifications, Article 1.09.04.

Guaranteed Maximum Price (GMP): The total itemized dollar amount agreed upon between the Contractor and The ConnDOT for constructing a specific portion of the project scope – excluding the fee for the preconstruction phase services. It includes, but is not limited to, all direct and indirect contractor costs associated with the construction, contracting, self-performance, and management of the Project, including the

preparation of the construction schedules, shop drawing preparation, construction labor, material costs, equipment costs, all traffic control, quality testing, survey, replacement of rejected work or materials, all punch-list work, certain public information and coordination costs, all overhead costs, general condition costs, and fees. The Contractor is required to provide all of the back-up estimate detail to The ConnDOT as part of the GMP submittal process.

The ConnDOT may include multiple construction phases or early work construction packages that will result in the Contractor providing Interim GMPs for each package in the overall Walk Bridge Project Program, the summation of which equal the GMP for the whole program.

It is noted that the prime entity must self-perform at least fifty percent (50%) of the work. That fifty percent (50%) threshold shall be understood as performing at least fifty percent (50%) of the cost value of the GMP. For example, if a GMP is negotiated at \$100 Million, then the prime entity must perform work valued at least \$50 Million.

It is also noted that the CM/GC shall competitively bid subcontracted work in a transparent manner as the basis for the cost proposal for that subcontracted work. Unless otherwise agreed, The ConnDOT expects the work to be performed by the low-bid subcontractor. However, work by a Key Subcontractor shall not be subject to competitive bidding; rather, that work and cost will be negotiated via the GMP negotiation process along with the CM/GC prime entity.

The GMP cost excludes the fees that are paid for services under the preconstruction services phase, as they will be covered in a separate Preconstruction Services Agreement. The Interim GMPs are typically not subject to price escalation or de-escalation as a result of inflation (time value of money) costs unless specifically negotiated to include that. However, The ConnDOT acknowledges the price escalation risk will be included in the Interim GMP price if no clauses are included in the Interim GMP Contracts to allow for it. This issue will be considered on a case-by-case basis as part of GMP Contingency discussions within each Interim GMP. In such instances, an escalation study that is specific to the elements of work may be used as a basis of comparison and setting of the contingency costs for escalation and de-escalation.

Each Interim GMP will include the CM/GC Construction Phase Multiplier, which is a fixed-rate percentage for home/office overhead and profit that will be applied to the total of all direct costs and project level indirect costs.

Once a GMP or Interim GMP is finalized by The ConnDOT and the Contractor, The ConnDOT will issue a contract Notice to Proceed. Should The ConnDOT and the Contractor be unsuccessful in agreeing to an Interim GMP, the Contractor will lose the rights to perform the work associated with that Interim GMP, which will be re-procured using a Design/Bid/Build or any other lawful procurement method selected by The ConnDOT. The Contractor will be prohibited from participating on the re-procured work.

See also "Interim GMP"

GMP Record Documentation: GMP Record Documentation consists of the approved GMP, all versions of the GMP updates, and all documents used to generate the GMP including all pricing provided in the RFQ, design documents, directives that were incorporated by reference, narratives, basis statements, addenda, contracts, bonds, certificates of insurance, standard specifications, special provisions, project plans, standard drawings, design performance criteria documents, reference documents, engineering directives, and any supplemental agreements (executed after the approved GMP) that are required to complete the construction of the work in an acceptable manner, all of which constitute one instrument. It will be the CM/GC's responsibility to develop, update, and maintain the GMP Record Documentation to the satisfaction of The ConnDOT, and will be provided at regular intervals electronically with change management clearly identified.

Independent Cost Estimator (ICE): An independent cost estimator hired by The ConnDOT to perform a series of detailed cost estimates. These estimates will be performed independent of the Contractor and independent of the PM Consultant, and will become an important tool to set up, compare, and approve each of

the Interim GMPs. These estimates, showing all quantities (including temporary materials), anticipated production rates, labor prices, material prices, and equipment prices are to be generated to demonstrate the direct costs of the Project. For a comparison to specialized work, the ICE may also be required to acquire independent subcontractor and material pricing quotations from vendors that will not be working on the Project. Additionally, these estimates will generate a cost for all indirect costs such as project management, supervision, field office support, mobilization costs, construction utility costs, insurances, profits, etc. It is expected that these estimates will be held "in the blind" (i.e., not visible to the Contractor) and only used to determine if the proposed GMP for any piece of the work is within one hundred-ten percent (110%) of the ICE for recommendation to award. The ConnDOT may elect to have the Contractor provide subcontractor and material pricing to the ICE as part of the estimate reconciliation process.

Indirect Costs: The total of all cost for the contractor's onsite overhead to support the field construction. These include labor costs for project management, supervision, engineering, quality control, survey, safety, indirect equipment maintenance, temporary utilities for the contractor's use, project-specific insurance, testing other than third-party laboratory testing, and field office administration. The material and miscellaneous costs include set-up of project office, small tools, consumables and supplies, mobilization of personnel and equipment, insurance, and project administration, along with any other labor and equipment costs necessary to maintain temporary facilities and temporary utilities.

Interim GMP: The ConnDOT may elect to have the Contractor provide several Interim Guaranteed Maximum Prices for phases or components of the overall Walk Bridge Project Program. At the completion of the Project, the summation of the Interim GMPs equals the Guaranteed Maximum Price (GMP). For the purpose of this document, the terms "Interim GMP", "Final GMP", and "GMP" are used interchangeably.

See also "GMP".

Key Personnel: Any position and named persons that occupy roles important to the successful development and implementation of the project, as described later in this RFQ. The Proposer shall note that, by listing Key Personnel, they are agreeing to make them available to complete the work on the Walk Bridge project at whatever level is required; these Key Personnel shall not be changed during the course of this project except as allowed for herein. As further described herein, the SOQ shall include, along with the key personnel qualifications, a statement as to co-location expectations for each, and a statement as to the Proposer's expectations regarding indirect cost reimbursement (see Preconstruction Phase Multiplier definition).

Key Subcontractors: A Key Subcontractor is one who is identified by the Proposer as part of its team, to assist in ensuring the team meets the prequalification requirements. If a subcontractor is identified as a Key Subcontractor in the Proposer's SOQ, that subcontractor may not be later revised. In addition, a Key Subcontractor identified for prequalification of Class 21 (Railroad Construction) must be exclusive to that Proposer; that is, a Key Subcontractor may only be used for prequalification purposes of Class 21 on one proposer team. A Key Subcontractor identified for prequalification of Class 22 (Railroad Electrical) need not be exclusive.

In addition, during the GMP negotiation process, the work and costs to be performed by a named Key Subcontractor is exempt from the requirement to be competitively bid.

Labor Rate: The hourly prevailing wage rate at the time of the GMP or Interim GMP negotiations. The Contractor will be required to provide a detailed breakdown of all cost components forming the total wage rate.

Markup (on subcontracted work): Contractor general condition costs for managing subcontracted work.

Notice to Proceed: A written communication issued by the ConnDOT to the Contractor authorizing the Contractor to proceed with the work and establishing the date of the commencement of the work.

Peer Review Consultant: A Design Consultant hired by The ConnDOT to perform engineering reviews of the design developed by the Design Consultant. For the Walk Bridge Project the Peer Review Consultant is Hardesty & Hanover.

Preconstruction Services (PCS): The activities conducted by the Contractor during the advancement of preliminary design and final design phases. These include, but are not limited to, services such as plan reviews for constructability, pricing, scheduling, staging methods, efficiency, material procurement strategies, risk identification/management, and other areas related to the construction of the Project. The Contractor and The ConnDOT will document these in a Preconstruction Services Agreement which will include the terms, scope, schedule, and compensation provisions for the preconstruction services. The ConnDOT will issue a NTP to the Contractor for this work; no work shall proceed without the NTP. The Preconstruction Services Agreement, along with the Construction Contract, together form the “contract” for CM/GC services.

Preconstruction Phase Multiplier: During the Preconstruction phase, a multiplier of fifty percent will be added to the Contractor’s direct labor costs based on the actual hours worked and the employee’s hourly rate (for direct salary only) to compensate the Contractor for all overhead and profit. No home/office overhead costs, or corporate principal or partner salary costs, will be allowed for the preconstruction phase; such costs are considered to be included in the Preconstruction Multiplier, whether the multiplier is high enough to cover the costs or not. This multiplier shall be applied to labor costs of the Contractor and any Key Subcontractors. The ConnDOT recognizes that some direct costs should be reimbursed directly, without application of the multiplier. For example, the co-located project office and furniture will be provided by The ConnDOT. Also, extraordinary relocation and travel expenses (not including “per diem” costs such as meals) may be necessary in order for the contractor to provide the best possible staff. The ConnDOT will reimburse such costs as direct costs under the following conditions:

- The costs are reasonable and negotiated
- These costs apply to Key Personnel only
- The SOQ must include the Proposer’s identification and explanation of their proposed request for reimbursement for housing or travel.
- A maximum budget value will be established for this purpose and will be defined in the RFP; use of this budget will be by agreement with The ConnDOT. If used up, no additional funds will be made available and any additional costs will not be reimbursed as a direct cost but will be considered to be part of the multiplier.

Prequalification: For the purpose of the Walk Bridge Project, the term “prequalification” means prequalification with no conditions or exceptions. The Walk Bridge Project Contractor must be fully prequalified with no conditions or –inexceptions in Classification 10 (Major Bridges), Classification 21 (Railroad Construction), and Classification 22 (Railroad Construction Electrical). The prime entity must be fully prequalified in Class 10. In addition, if the lead entity of a proposer team is a Joint Venture, then both (or all) Joint Venture partners must be fully prequalified in Class 10. The requirement for Class 21 and Class 22 may be met by either the prime entity or designated key subcontractors, or some combination. If a Key Subcontractor is named for the purposes of providing prequalification for Class 21, that Key Subcontractor shall be exclusive to that team. A Key Subcontractor for Class 22 need not be exclusive. By the date of the submittal of the SOQ, the Contractor must either already be fully prequalified or must have already submitted their request for prequalification. In order to be considered for the next step in the process, the Proposer must be successfully, fully prequalified by the time that Short List is established.

Production Based Cost Estimate: Otherwise known as “bottoms-up” or “open book” estimates, the Contractor will be required to provide detailed construction cost estimates as the design progresses during the preparation of each GMP, as part of the subcontractor selection process and as part of any authorized changes to the contract prices. The submission of these Contractor estimates will be in full-detail in hard copy and electronic format, and will be considered as an “open book” process with the submission to authorized members of The ConnDOT. These estimates are to be provided with details that clearly display all anticipated

costs for labor, material, equipment, profit, fees, overheads, escalation, and anticipated production rates. The CM/GC estimate, the PM Consultant estimate, and the ICE estimate will reflect this level of detail.

Program Manager (PM) Consultant: A separate consultant hired by The ConnDOT acting as The ConnDOT's extension of staff, which is tasked to assist The ConnDOT in the management, coordination, oversight, and administration of The ConnDOT Contracts with the Design Consultant and the Contractor. The PM Consultant is expected to be the lead in developing the overall program budget and schedule, with input from the Designer and the Contractor. In addition, the PM Consultant is expected to take the lead in developing the Risk Register and managing the risk mitigation process, with input from other team members.

Proposal: A set of documents requested by The ConnDOT in the RFP that describes the Proposer's technical approach for the Project (Technical Proposal) as well as the proposed cost of the Project (Price Proposal).

Proposer: A prime contractor qualified to be involved in the BVCM/GC selection process (prior to contract award). The prime contractor of the Proposer's team must self-perform a minimum of fifty percent (50%) of the original contract work. The prime entity of the Proposer's team may be an individual company or a joint venture.

Proposer's Team: The team identified by the Proposer in its Statement of Qualifications that collectively meet the requirements of the RFQ. The Proposer's team may include key subcontractors.

Request for Information (RFI): A formal request from a Proposer for information related to the Project.

Request for Proposal (RFP): A solicitation by The ConnDOT for Short Listed Proposers to submit a Technical Proposal and Price Proposal for consideration by The ConnDOT.

Request for Qualifications (RFQ): The official request by The ConnDOT to Proposers for submission of a Statement of Qualifications (SOQ).

Risk Register: A tool used to document the risk management process, as part of an overall project risk analysis scope of services. The purpose of the Risk Register is to define the risks, document the risks, identify cost and schedule impacts associated with the risks, and produce detailed mitigation plans for the risks.

Selection Committee: Individuals from The ConnDOT selected to evaluate and score the CM/GC proposals. The ConnDOT will require that all team members receive training on the process prior to serving. The Selection Committee will consist of The ConnDOT staff, and may also be supported by non-voting advisors, such as other The ConnDOT staff and/or consultants. Non-voting member advisors to the Committee provide subject matter advice to the rest of the selection committee that is considered to be non-routine to the Committee. All committee members and non-voting members will be required to sign a confidentiality statement.

Short List: A group of Proposers that are invited to submit technical proposals and price proposals (Step 2 of the BVCM/GC Procurement Process). The ConnDOT's intent is to establish a Short List of three Proposers, but reserves its right to establish a list with fewer or more than three Proposers.

Statement of Qualifications (SOQ): A group of documents described herein that contains information regarding the Proposer's Team. As described further in this RFQ package, interested Proposers must submit an SOQ as described herein. Each SOQ submitted must meet the requirements stipulated herein in order for The ConnDOT to consider the Proposer for short-listing. The Proposer's SOQ will be the information evaluated by The ConnDOT to establish the Short List.

Unit Price: A summarized price for a component of the work. A unit price does not reveal the cost breakdown of labor, materials, equipment, and/or any other indirect/markup costs that are anticipated to complete the work.

Value Engineering (VE): A function-oriented, systematic, team approach to add customer value to a project, program, facility, system, or service. During the preconstruction phase, the CM/GC 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 ConnDOT team. Additionally, provisions will be included in the GMP or Interim GMP contracts (similar to the Article 1.09.02 of The ConnDOT Standard Specifications Form 816) for CM/GC Value Engineering Proposals.

1.4 WALK BRIDGE REPLACEMENT PROJECT OVERVIEW

The New Haven Line Railroad Bridge (Walk Bridge) over the Norwalk River in Norwalk was constructed in 1896. The existing four-span Walk Bridge consists of a rim-bearing swing span and three fixed approach spans. The structure carries four tracks of Metro-North commuter rail and Amtrak as well as freight carriers. Approximately 150 trains per day utilize the structure. The fixed spans consist of eight 15'-0" deep Warren trusses, two per track, while the swing span consists of three planes of double-intersection Warren trusses with stringers and floor beams. Power for the trains is supplied by overhead catenary; in addition, high towers are located on either side of the channel to allow power and signal cables to cross overhead uninterrupted. The immediate vicinity of the bridge site is confined by adjacent electrical high towers, condominiums, a sewer treatment facility, the local marina, and the Norwalk Maritime Center (IMAX Theatre and Aquarium).

Over the last several years, the existing swing span has experienced operational issues during span movements that have resulted in rail traffic disruptions. Despite continued rehabilitation measures implemented on the existing swing span, the State of Connecticut has determined that a full replacement of the existing bridge is necessary to provide the safe and long-term reliable performance of this critical transportation link. This Project involves the complete replacement of the existing 1896 bridge superstructure and substructure using the CM/GC process. To improve the reliability of the corridor, the replacement structure will consist of twin double-track structures, with each bridge having independently operated movable spans. Project limits are still being developed. For the purposes of this RFQ the limits are from Osborne Avenue on the East and the Washington Street Bridge on the West.

Due to the critical rail traffic that utilizes the tracks, the construction of the replacement structure will need to minimize impacts to Metro-North and Amtrak services. Additionally, the construction of the new bridge will need to minimize impacts to waterway users. Project construction elements include:

- Overall construction phasing to limit impacts and maintain rail traffic and waterway traffic.
- Removal of existing bridge superstructure, substructure, fender system and overhead catenary system components, as needed.
- Installation of new bridge approach substructure.
- Retrofit or replacement of existing bridge abutments.
- Installation and commissioning of two new movable spans, including all structural, mechanical, electrical, and architectural components, using Accelerated Bridge Construction techniques.
- Installation of new fixed span approach superstructure.
- Track relocations, as needed, within the project limits.
- Retaining wall and civil-related construction.
- Installation of new overhead catenary system (OCS) and modifications to existing OCS, as necessary.
- Installation of new and modification of existing signal system.
- High tower replacement and transmission line relocation
- Relocation of other utilities that occupy the rail corridor.
- Realignment and adjustment to the channel and new fender system.

Construction will be in compliance with all federal, state and local requirements.

This Project has a current project scope code "T" which represents an amount between \$300,000,000 and \$400,000,000.

1.5 PROJECT GOALS

The following are goals identified by The ConnDOT for the Walk Bridge Project:

1. Build a professional and collaborative project team among the owner, designer, and contractor using the CM/GC procurement method to deliver the Project for The ConnDOT.
2. Design and construct the Walk Bridge within the allowable budget.
3. Optimize the schedule to achieve both a high-quality project and early project delivery.
4. Maximize opportunities to use innovative design and construction practices.
5. Maintain public trust and confidence in the Project and the CM/GC process.
6. Substantially complete design work by the fall of 2016.
7. Substantially complete construction of the new bridge within a three year period from NTP.
8. Minimize impacts to stakeholders (marine, transit, neighbors).

1.6 PROJECT ELECTRONIC COMMUNICATIONS

The Proposers shall note that The ConnDOT is providing (in addition to any other references included herein) the following three mechanisms for electronic communication during this procurement.

- (A) Certain project information such as The ConnDOT's CM/GC Procurement Guidance Document, and the PowerPoint Presentation from the ConnDOT CM/GC Industry Day of January 14, 2015, and response to questions will be available on the ConnDOT website via the following link:

<http://www.ct.gov/dot/cwp/view.asp?a=4453&q=534786>

The ConnDOT recommends that Proposers visit this site as needed.

- (B) Official information such as Addenda and Responses to Questions and Requests for Information can be found at The ConnDOT's "Biznet" site. If an issue is of a significant nature that warrants a clarification of the RFQ, a response will be posted to the ConnDOT of Administrative Services portal.

<http://das.ct.gov/cr1.aspx>

It is the responsibility of the Proposers to regularly check the DAS portal for potential updates.

- (C) Any questions on this procurement, including both official and unofficial correspondence, shall be sent by the Proposer to :

DOTWALKBRIDGE@CT.GOV

2. ADMINISTRATIVE REQUIREMENTS

2.1 DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Please be advised that the Contractor's DBE goal assigned for this Project is anticipated to be 0% for the preconstruction phase, and in the range from 5 percent to 8 percent (5%-8%) for the construction phase. The final DBE goal will be provided in the RFP. The contract goal for DBE participation is a percent of the total Contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under the contract in *accordance with 49 CFR Part 26 Subpart C Section 26.55, as revised.*

The ConnDOT hereby notifies all Proposers that they will be required to perform all work in accordance with The ConnDOT DBE procedures.

2.2 INSURANCE REQUIREMENTS

All insurance requirements which must be satisfied prior to the award of the Contract will be detailed in the RFP.

2.3 STATE CAMPAIGN CONTRIBUTION SOLICITATION LIMITATIONS

For all State contracts, as defined in CGS § 9-612(g)(l), having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's Notice titled "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" (Notice) advising state contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice. The State Elections Enforcement Commission's Notice can be found online at www.ct.gov/SEEC by clicking on the Forms link and then the Contractor Reporting Forms link. The Notice is hereby made a part of this RFQ.

2.4 AFFIRMATIVE ACTION, CORPORATE REGISTRATION

Prior to the contract award, the selected Proposer and firms named as part of their Team that are subject to the requirements for an affirmative action plan, will be required to have a ConnDOT-approved affirmative action plan, as well as current corporate registration with the Secretary of State (partnerships excluded).

2.5 AFFIDAVITS/CERTIFICATIONS/AFFIRMATIONS OFFICE OF POLICY AND MANAGEMENT FORMS)

As a result of Public Act 11-229, the process in which the ConnDOT will receive Affidavits/Certifications/Ethics Affirmation Forms (OPM Forms), for the purpose of contract bidding and contract award, has been revised. The new law greatly simplifies the requirements and allows for the use of electronic Forms (PDFs). The following link will guide you to the revised OPM Forms:

http://www.ct.gov/opm/cwp/view.asp?a=3006&Q=386312&opmNav_GID=1386

Under the new law, the Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) and the Consulting Agreement Affidavit (OPM Form 5) will only have to be filed once and will be updated only if any information on the form changes. The Gift and Campaign Contribution Certification (OPM Form 1) and Nondiscrimination Certifications will be filed once per year, with any updates required upon changes to information. Updates are required within 30 days of any change. The Forms are no longer contract specific, but

are required to be filed (uploaded) with the ConnDOT of Administrative Services (DAS) online system (Biznet) prior to contract award and/or execution of any contract.

All Proposers and firms that are members of their team subject to the requirement must upload the applicable/required "Forms" to the DAS online system (Biznet). Please access the following LINK to subscribe to Biznet and download the "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)":

<http://das.ct.gov/cr1.aspx>

Once the "Forms" are on file with the DAS online system (Biznet), the Proposer's and subject team members obligation is complete, until the need for revisions/updates and/or new annual submission as required by the specific Form.

2.6 PREVAILING WAGE RATES

The minimum rates to be paid for labor of the various classifications shall be in accordance with current schedule of wages established by the State Labor Commissioner, including required annual adjustments as provided in the General Statutes of Connecticut and by the United States Secretary of Labor as required by the Davis Bacon and Related Acts. If a conflict exists between the federal and state wage rates, the higher rate shall govern.

Prevailing wage rates also apply to the work of any subcontractor or other party that performs work on the Project site. The Contractor shall be responsible for ensuring that each such party meets said requirements.

3. COMMUNICATIONS, PUBLIC INFORMATION, AND ORGANIZATIONAL CONFLICTS OF INTEREST

3.1 IMPROPER COMMUNICATIONS AND CONTACTS

The following rules of contact shall apply during the procurement for the Project, which began upon the date of issuance of this RFQ and will be completed with the execution of the CM/GC Preconstruction Services Contract, or Interim GMP Contracts. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic mail (email), or formal written communication.

The specific rules of contact are as follows:

- (A) After submittal of SOQs, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFQ, RFP or either team's Proposal, except that subcontractors that are shared between two or more Proposer teams may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams (limited contact among Proposer organizations is allowed during The ConnDOT sponsored informational meetings).
- (B) The Proposers shall correspond with The ConnDOT regarding the RFQ and RFP only through The ConnDOT's and Proposer's designated representatives.
- (C) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the CM/GC Preconstruction Services Agreement, (ii) rejection of all Proposals by The ConnDOT or (iii) cancellation of the procurement, no Proposer or representative thereof shall have any ex parte communications regarding the RFQ, RFP, the CM/GC Preconstruction Services Contract, or Interim GMP Contracts, or the procurement described herein with any The ConnDOT staff, advisors, contractors or consultants involved with the procurement, except for communications expressly permitted by the RFQ or RFP or except as approved in advance by The ConnDOT. The foregoing restriction shall not, however, preclude or restrict Proposers from communicating with regard to matters unrelated to the RFQ, RFP, contract or the procurement or from participating in public meetings of The ConnDOT or any public or Proposer workshop related to this RFQ or the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of The ConnDOT.
- (D) The Proposers shall not contact the following identified stakeholders regarding the Project, including employees, representatives and members of the following entities. In addition, the CM/GC shall not subcontract any portion of the contract to an entity that is, or has been, restricted from proposing or joining a Proposer team. The list of such entities as of January 1, 2015, includes:
 - a. Design Consultant – HNTB
 - b. Peer Review Consultant – Hardesty & Hanover
 - c. Accelerated Bridge Consultant – CME
 - d. Procurement Support Consultants – Keville Enterprises and Allegro Construction Services
- (E) Any communications determined to be improper, at the sole discretion of The ConnDOT, may result in disqualification.
- (F) Any official information regarding the Project will be disseminated from The ConnDOT's office on The ConnDOT letterhead. Any official correspondence will be in writing and signed by The ConnDOT's authorized representative or designee; The ConnDOT will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

3.2 PUBLIC RECORDS LAW

All written correspondence, exhibits, reports, printed material, photographs, tapes, electronic disks, and other graphic and visual aids submitted to The ConnDOT during this procurement process, including as part of the response to this RFQ, become the property of The ConnDOT upon their receipt by The ConnDOT and will not be returned to the submitting parties. Proposers shall familiarize themselves with the provisions of the Public Records Law. In no event shall The ConnDOT or any of their agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.

If The ConnDOT receives a request for public disclosure of all or any portion of a SOQ, The ConnDOT will use reasonable efforts to notify the applicable responding Proposer team of the request and give such responding Proposer team an opportunity to assert, in writing and at its sole expense, a claimed exception under the Public Records Law or other applicable law.

All SOQs shall conform to and contain the detailed information legally required. Questions on the content and meaning of any statutes shall be submitted in writing as provided herein. The ConnDOT intends to follow procedures established by FTA regarding disclosure of such information under the Freedom of Information Act.

3.3 CONFLICT OF INTEREST AND UNFAIR COMPETITIVE ADVANTAGE

The work related to this Project may, at any time, raise questions about real or perceived conflicts of interest because of proposer's or prospective team member's relationship to other entities or individuals. The Proposer'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 (collectively called Conflict Situations).

Conflict of Interest

The Proposer's attention is 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 follows:

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 owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair advantage.

With regard to Connecticut General Statutes §1-101nn, the ConnDOT issued a guidance document on March 2, 2006, to all prequalified consultants and contractors. That guidance letter and the frequently asked questions attached to it (together "guidance document"), remain in full force and effect and are posted on the ConnDOT's website at:

<http://www.ct.gov/dot/lib/dot/documents/dconsultantoffice/consulltr2.pdf>

In addition to the foregoing, the ConnDOT has identified other situations and occurrences which may be considered a conflict of interest for proposers on this Project, including without limitation: consultants and/or sub-consultants who assisted the ConnDOT in the preparation of the project design as well as the RFQ or RFP documents will not be allowed to participate as a Proposer or join a team submitting a proposal. As of January 1, 2015, the consultants currently engaged with The ConnDOT on the execution of this Project include:

- Design Consultant – HNTB
- Peer Review Consultant – Hardesty & Hanover
- Accelerated Bridge Consultant – CME
- Procurement Support – Keville Enterprises and Allegro Construction Services

Barring any other conflict resulting from state or federal law or the ConnDOT's March 2, 2006 guidance document, firms and individuals not subject to items above may work for the Contractor and its subcontractors, or the ConnDOT and its consultants, but may not work for both simultaneously.

Unfair Competitive Advantage

The BVCM/GC procurement will be conducted using a fair and impartial procurement process. It is essential that a level playing field be maintained during the procurement phase. The Proposers are advised that the following prohibitions, restrictions, and requirements will apply to this BVCM/GC procurement:

- (1) Firms and individuals may not hold a financial interest or assist materially in the preparation of more than one proposal in response to this RFQ or RFP;
- (2) Firms and individuals may not solicit, review, or receive BVCM/GC criteria weighting or evaluation materials prepared by the ConnDOT or its consultants during the procurement phase, either directly or through an intermediary;
- (3) Proposers and team members (including subcontractors, employees, or representatives) shall not communicate with or attempt to influence the ConnDOT Selection Committee, the Technical Review Committee, or other Department representatives involved in the BVCM/GC selection process, except as allowed by this RFQ, and subsequently by the RFP;
- (4) Proposers or their team may not engage or employ current or former employees of the ConnDOT or its consultants involved in preparing this RFQ or RFP.

An Unfair Competitive Advantage may exist if a Proposer or their Team is not in full compliance with Nos. (1) through (4) above.

3.4 CERTIFICATION - CONFLICT OF INTEREST AND UNFAIR COMPETITIVE ADVANTAGE

Proposers should evaluate for itself, and the Proposer's Key Personnel, its subcontractors and any other individuals associated with their Proposal should evaluate for themselves whether they have a Conflict Situation. Thereafter, the Proposer shall complete and submit a Conflict of Interest and Unfair Competitive Advantage Certification (Certification Form) for itself, and a separate set of forms for each of its key personnel. Any other individuals or subcontractors participating in the Proposer's team who are aware of an existing or potential Conflict Situation, shall make a disclosure on the Certification Form and forward it to the Proposer for submittal to the ConnDOT. Failure of the Proposer, Key Personnel, or those with known Conflict Situations to submit the Certification Form(s) may result in the disqualification of the Proposer. The Certification Form is found in RFQ Appendix B.

Whenever a Proposer, its Key Personnel, any subcontractor or any individual associated with a Proposer is found to have a Conflict Situation, it shall be disclosed on the Certification Form and the attachments. The ConnDOT will review the Proposer's suggested actions to be taken to avoid, neutralize, or mitigate such Conflict Situation, and if found acceptable, the matter will be considered resolved and the Proposer will be permitted to continue in the BVCM/GC procurement process with the suggested actions. If the ConnDOT does not find the Proposer's suggested actions acceptable or sufficient to avoid, neutralize or mitigate a Conflict Situation, then the ConnDOT will communicate to the Proposer that an unresolved Conflict Situation may exist. The Proposer may offer additional measures to resolve the matter or appeal the decision. Proposers unable to resolve a Conflict Situation finding, in The ConnDOT's sole discretion, will not be permitted to continue in the BVCM/GC procurement.

It is the responsibility of each Proposer to police itself and its Team related to Conflict Situations. The Proposer 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 Proposer shall make an immediate and full disclosure to the ConnDOT using the prescribed form. Such disclosure shall include a description of the action that the Proposer has taken or proposes to take to avoid or mitigate the conflict or potential conflict.

3.5 VIOLATION OF DISCLOSURE REQUIREMENTS

The ConnDOT, in its sole discretion, reserves the right to make a determination relative to real or potential Conflict Situations and the Proposer'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 Proposer or Contractor 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 ConnDOT reserves the right to:

- Mitigate the conflict by disclosing information to all proposers. If the documents or work product are considered proprietary under Connecticut law, the Proposer will be given the opportunity to waive this protection from disclosure. If a Proposer elects not to waive protection, then the Proposer may be disqualified;
- Disqualify any prospective Proposer team member or reject any proposal at any time solely on the grounds that a real or perceived Conflict Situation is presented;
- Require any prospective Proposer or Proposer 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;
- Terminate any contract arising out of this solicitation if, in the opinion of the ConnDOT, 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 ConnDOT.

3.6 APPEAL PROCEDURE

If the ConnDOT finds that an unresolved Conflict Situation exists, the Proposer may appeal such finding to the Commissioner of Transportation. (Note: When the Office of State Ethics has found a situation will violate Connecticut General Statutes §1-101nn, Department appeals will not be considered.) Proposers shall promptly forward their appeal to the Commissioner of Transportation, in writing. The appeal must include all Certification Forms submitted to date and present the reasoning and foundation for the firm's position that a Conflict Situation does not exist or that the Conflict Situation may be mitigated by the time it may have an effect on the process or project. Due to the nature of the process and the time it may take to resolve such issues, the existence of an appeal will not delay the BVCM/GC procurement process.

Findings made by the Commissioner of Transportation regarding these appeals will be final.

All proposers agree by submitting SOQs or Proposals that the ConnDOT 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 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.

4. SOQ SUBMITTAL INFORMATION

4.1 AVAILABLE PRELIMINARY INFORMATION FOR PROPOSERS

In order to assist the Proposers in developing their teams and organizations, The ConnDOT is making some preliminary information available for review. The following is a partial list of draft documents available through the Project site link:

<http://www.ct.gov/dot/cwp/view.asp?a=4453&q=534786>

- The ConnDOT CM/GC Procurement Guidance Document
- The ConnDOT Presentation at CM/GC Industry Day, January 14, 2015
- Other Project Information

Any documents posted to this website are for information only and shall be considered draft. The ConnDOT is making these documents available to Proposers in order to provide information regarding the selection process and overall project as well as to provide the opportunity for comments. These documents are in various stages of drafts and certain details are currently being discussed. The ConnDOT reserves the right to alter these documents at any time, including prior to the start of Step 2 of the procurement process.

The ConnDOT invites the Proposers to comment on the draft documents by email to:

DOTWALKBRIDGE@CT.GOV

The email subject line must be as follows:

{Date} {Project number} {Proposer name} "RFQ Comments"

In the body of the email explain the comment citing, specific part, page, detail heading and other related identifying information, and then state the question. As an alternate, the body of the email may briefly explain that the comment(s) and identifying information is attached. The ConnDOT reserves the right to determine whether a response is necessary.

4.2 THE CONNDOT SELECTION COMMITTEE

The Proposers' SOQs and the qualifications of the Proposers' Teams will be evaluated by a "Selection Committee" whose purpose will be to establish a Short List of Proposers that will be invited to participate in Step 2 of the BVCM/C process.

The Selection Committee will be composed of key ConnDOT staff and will be chaired by a representative of The ConnDOT. The responsibility of the Selection Committee is to fairly and thoroughly assess the proposals submitted by Proposers in response to the ConnDOT RFQ and RFP. The Selection Committee is responsible to first develop a short list of Proposers, based on their SOQs. It is anticipated that the Short List will include three Proposers, but The ConnDOT reserves its right to establish a Short List with fewer or more Proposers.

Important note: The scoring of the SOQ will be partly combined with the future RFP scoring for the final selection.

In Step 2 of the BVCM/GC process, the Selection Committee will then select the most highly qualified Proposer based on the responses to the RFP.

At the ConnDOT's discretion, the Committee may be supported by Technical Advisors, who are non-voting ConnDOT staff or Consultants. The role of the Technical Advisors is to provide "subject matter" advice to the

Selection Committee that is considered non-routine. Technical Advisors may be assigned to assist, inform, advise, and make recommendations to the Selection Committee's voting members, who will make their own judgment for the scoring of the proposed material.

4.3 RFQ PROCUREMENT SCHEDULE

PROPOSERS SHALL NOTE THAT THE WALK BRIDGE PROJECT PROCUREMENT PROCESS IS BEING EXPEDITED. THE PROPOSERS ARE ALERTED TO THE FACT THAT THEY WILL HAVE APPROXIMATELY THREE WEEKS FROM ISSUANCE OF THE RFQ TO SUBMITTAL OF THEIR SOQ. The following table provides the Proposed Schedule of Events for this Project for Step 1 of the process.

Table 1: Schedule of Events – RFQ Process

Event	Date
Final Date to Submit Questions or Clarifications	February 2, 2015
Statements of Qualifications Due	February 18, 2015
Establish Short List and Notify Proposers	March 11, 2015

Submission dates listed include the actual date up to close of business (4 p.m.). The basis for this time is Eastern Standard Time as shown on the State of Connecticut, "State Contracting Portal." Submissions must be hand delivered to the ConnDOT Consultant Selection Office.

4.4 THE CONNDOT CONTACT INFORMATION

The Contact Person for this procurement is:

David Mancini, P.E.
Consultant Selection Office (CSO)
Office of the Commissioner
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, Connecticut 06111

4.5 PROPOSER REQUEST FOR INFORMATION (RFI)

Unauthorized communications or contact between Proposers, their employees, agents, or other related entities interested in submitting SOQs with the ConnDOT and any other person or entity participating on the Selection Committee or as a Technical Advisor with regard to this Project are strictly prohibited. From the date of issuance of the RFQ, any Proposer or other associate thereof (as identified in the previous sentence) that initiates or participates in any unauthorized communication directly or indirectly with any member or employee of the ConnDOT or any member of the Selection Committee or Technical Advisor in connection with the selection process for the contract contemplated herein for this Project, is subject to disqualification.

Submitted questions should not be assumed to be confidential. The RFQ process focuses on qualifications, not technical issues; therefore questions should not include confidential Proposer strategies or approaches. If an issue is of a significant nature that warrants a clarification of the RFQ, a response will be posted to the DAS portal. It is the responsibility of the Proposers to check the DAS portal for potential updates.

Questions shall be submitted using email correspondence only. All RFIs must be emailed to the DOT contact person at the following email address:

DOTWALKBRIDGE@CT.GOV

The subject line of each email must contain the following in the order provided:

{Date} {Project number} {Proposer name} "RFQ RFI"

4.6 RFQ AMENDMENTS

The ConnDOT reserves the right to amend this RFQ at its discretion prior to the SOQ submission deadline. In the event of an amendment to this RFQ, or for any other reason, the ConnDOT, at its sole discretion, may extend the SOQ submission deadline as it deems appropriate. The ConnDOT will post notifications of amendments to the ConnDOT's Contractor Portal at the following web address:

http://www.biznet.ct.gov/scp_search/BidResults.aspx?groupid=64

Proposers are responsible for monitoring this website for addenda to the RFQ documents. The Proposer shall certify that the submission incorporates all addenda through their Transmittal Letter described below. Failure to properly include this information may result in rejection of the SOQ.

4.7 PROPERTY OF THE CONNDOT

All material received in response to this RFQ shall become the property of the ConnDOT and will not be returned to the Proposer.

4.8 CONFIDENTIALITY OF SOQ

The SOQs are an integral part of the BVCM/GC Proposal. As such, SOQs will be treated as confidential until the time of Contract Award or cessation of this procurement. The ConnDOT cannot guarantee, however, that the courts or any other governmental agency with jurisdiction over such matters will treat such documents and content as confidential.

Further information regarding the confidentiality of Proposals and legal disclosure requirements will be provided in the RFP.

4.9 NONCOMMITMENT

Notwithstanding any other provision of this RFQ, this RFQ does not commit the ConnDOT to award a contract. The ConnDOT reserves the right, at its sole discretion, to reject any and all SOQs, or any portions thereof, at any time; to cancel this RFQ; and to solicit new SOQs under a new acquisition process, or to cancel the CM/GC procurement process in part or in its entirety.

4.10 SOQ PREPARATION COSTS

By submitting the SOQ, the Proposer agrees that in no event shall the ConnDOT be either responsible for or held liable for any costs incurred by a Proposer or Proposers Team in the preparation of or in connection with the SOQ, or for work performed prior to the Effective Date of a resulting contract.

5. SOQ INSTRUCTIONS

5.1 SOQ SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

Statements of Qualifications submitted in response to this document must be received by the ConnDOT, no later than 4 p.m. on February 18, 2015.

SOQs must be addressed to:

David Mancini, P.E.
Consultant Selection Office
Office of the Commissioner
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, Connecticut 06111

The outermost container in which a SOQ, or any part thereof, is delivered must be clearly labeled as follows:

STATEMENT OF QUALIFICATIONS
REPLACEMENT OF WALK BRIDGE PROJECT
NORWALK, CT
PROJECT 0301-0176
PROPOSER: (insert Proposer's name)

Ten individually bound copies, plus one copy in electronic format (thumb drive only), of the submittal must be received by the date and time specified in the Schedule of Events above. If a discrepancy exists between the electronic copy and the hard copy, the electronic copy takes precedence. Hand delivered packages must be brought to the front desk at the above address. Responses delivered after this date and time will not be considered.

Late submissions will not be accepted. Preparation for and delivery of the SOQ shall be at the Proposer's expense. The time of receipt shall be considered when the SOQ has been officially documented by the ConnDOT, in accordance with its established policies, as having been received at the location designated above. The ConnDOT accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Proposer's responsibility.

5.2 PREQUALIFICATION REQUIREMENTS

The ConnDOT has established prequalification requirements for the construction firms. The following sections contain specific requirements for the Project. By the time its SOQ is submitted to The ConnDOT, each Proposer must either be prequalified, or must have submitted its request for prequalification to The ConnDOT. The Proposer must be successfully prequalified by The ConnDOT in order to be included in the Short List. The Selection Committee will check the status of this requirement and may elect to consider a Proposal to be incomplete.

5.2.1 Prequalification of CM/GC Contractors

Proposers must be a "construction contractor" who is the principal party for the construction of the Project and who is fully prequalified, with no conditions or exceptions, with the ConnDOT in the Contractor Prequalification Work Classifications No. 10 (Major Bridges), No. 21 (Railroad Construction), and No. 22 (Railroad Construction Electrical). For the Walk Bridge Project, The ConnDOT has established that the prime entity of the Proposer's team must be fully prequalified, with no conditions or exceptions, in Class 10, while the overall team (combination of prime and subcontractors) must be fully prequalified, with no conditions or exceptions, in Classes 21 and 22. If the prime entity is a joint venture, both (or all) Joint Venture partners must be fully prequalified in Class 10.

If the prime entity is relying on a subcontractor to meet the prequalification of Classes 21 and/or 22, the subcontractor is considered a Key Subcontractor and must be named and submitted in the SOQ as part of the Proposer team. A Key Subcontractor used to provide prequalification in Class 21 (Railroad Construction) approval for a team may only be proposed on that team (i.e. must be exclusive). A Key Subcontractor named to provide prequalification in Class 22 (Railroad Electrical) approval for a team need not be exclusive. The construction contractor shall either be prequalified or shall submit a sworn and fully complete Contractor's Prequalification Statement (CON 16) to the ConnDOT's Contract Section prior to submission of the SOQ. Contractors seeking prequalification specifically for this project shall include in their prequalification submission, a cover letter directed to the Manager of Contracts stating the following: "Prequalification submission for the Construction Manager / General Construction Project No. 0301-0176."

The ConnDOT has established the required project scope code for this project as Code "T" (see attached Project Scope Code values in Appendix A).

The requirements for obtaining such prequalification, including additional requirements for proposing as Joint Ventures and the rules applicable to such prequalification are set forth in detail in the ConnDOT's Construction Contract Bidding & Award Manual ("Award Manual"), which is available on the ConnDOT's website. Proposers who are submitting SOQ's as part of a Joint Venture shall note that SOQ Section G (Required Forms / Statements) requires a letter to be submitted.

Contractors should note that only corporations and not, for instance, sole proprietorships or partnerships or individuals, may become prequalified. The construction contractor must become prequalified by the ConnDOT's Office of Contracts, or must submit their request for prequalification in the categories and for the amount specified elsewhere in this RFQ prior to submission of the SOQ by the Proposer. Proposers should also be aware that the prequalification process will establish a current bid capacity for the Proposer they are affiliated with. The successful Proposer will be required to update its bid capacity prior to executing the GMP construction contract.

If information that the ConnDOT's Office of Contracts obtains in the course of the prequalification process raises serious questions about a construction contractor's responsibility, as that term is understood in the context of traditional Department contracting, the Contracts Office will call that fact to the attention of the Commissioner. Typical matters that may call into question a construction contractor's responsibility are identified (though not exhaustively) in Section XI (G) (2) of the ConnDOT's Bid and Award Manual. If, in the ConnDOT's opinion, a particular Proposer should not be deemed responsible as a potential recipient of the Contract, the ConnDOT may, at any stage of the BVC/M/GC selection process, inform that Proposer of such and may, in The ConnDOT's sole discretion, disqualify the Proposer from further consideration.

5.3 SOQ SUBMISSION REQUIRED CONTENTS

Prior to submitting its SOQ, each Proposer is required to inform themselves fully of the Project's existing conditions relating to the construction and labor under which the work will be performed. The Proposer shall employ, as far as possible, such methods and means in completing this work as will not cause interruption or interference with any other ConnDOT operation, including other contractors.

All supporting documents shall be written on 8 1/2" x 17" size sheets, in minimum 11 point, single spaced, except as specified herein. For figure labels, captions, and table text, smaller font may be used, but it must be able to be easily read by the Selection Committee. In addition, 11"x17" size paper may be used for the Organizational Chart and Relevant Experience project information, as well as any informational tables. Where page limits are specified, a page is considered each side of a sheet (For example, 10 sheets that are double sided printed = 20 pages), regardless of the size of the sheet.

The Contractor's SOQ shall include the following sections, described in detail below:

- Section A: General Information

- Section B: Team Experience
- Section C: Construction Experience
- Section D: Construction Administrative Skills
- Section E: Construction Oversight
- Section F: Corporate EEO and Affirmative Action Plan
- Section G: Required Forms / Statements

NOTE: Proposers are required to assemble their SOQs in the order prescribed and following the outline form contained in this section. In this section, italics indicate explanations or instructions to the Proposer.

PAGE LIMITATIONS: The Proposer shall limit its SOQ to a total of 40 pages, not including the information described in Section A, F, and G noted above. In other words, this 40-page limitation must include all information described below in Sections B, C, D, and E. The only other exception to 40-page limitation is the required resumes of Key Employees to be supplied in Section G, although each resume is limited to 2 pages.

In addition, The ConnDOT hereby reminds the Proposers 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. The intent of this requirement is to remind the Proposers of the importance placed by The ConnDOT of the qualifications, and to encourage the Proposers to assemble their best possible SOQs.

SOQ SECTION A: GENERAL INFORMATION (NOTE - INFORMATION PROVIDED IN THIS SECTION IS NOT INCLUDED IN THE 40-PAGE MAXIMUM)

- Transmittal Letter:** A cover letter limited to one page, to express your interest in the Project, summarize your qualifications to do the work, and recount any summary information on the project team that may be useful or informative to the Selection Committee. The cover letter shall include a statement of understanding of the co-location requirements of this project. The cover letter shall include a statement certifying the receipt of any and all RFQ amendments. A duly authorized official of the Proposer or lead firm must execute the transmittal letter in blue ink. For Proposers that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall have appended to it letters on the letterhead stationery of each entity holding an equity interest in the Proposer, executed by authorized officials of each equity member, stating that representations, statements and commitments made by the lead firm on behalf of the equity member's firm have been authorized by, are correct, and accurately represent the role of the equity member's firm in the Proposer team. The transmittal letter shall state the name, title, address, email, fax and telephone number of the primary point of contact for the submittal.
- Executive Summary:** An Executive Summary, not exceeding six pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and nontechnical backgrounds to become familiar with the Proposer's SOQ and its ability to satisfy the financial and technical requirements of the Project.
- Confidential Contents Index:** A one-page memorandum executed by the Proposer that sets forth the specific items (and the section and page numbers within the SOQ at which such items are located) that the Proposer deems confidential, trade secret or proprietary information protected by Public Records Law (if any). Blanket designations that do not identify the specific information shall not be acceptable and may be cause for The ConnDOT to treat the entire SOQ as public information. Notwithstanding the foregoing, this memorandum is intended to provide input to The ConnDOT as to the confidential nature of a Proposer's SOQ, but in no event shall such list be binding on The ConnDOT, determinative of any issue relating to confidentiality or a request under the Public Records Law or override or modify these legal provisions or The ConnDOT's responsibilities thereunder. The ConnDOT will treat the identified information as confidential to the extent practicable under the law. If the Proposer considers no items to be confidential, the one-page memorandum shall be submitted and shall state that information.

SOQ SECTION B: TEAM EXPERIENCE (NOTE - INFORMATION PROVIDED IN THIS SECTION IS

SUBJECT TO THE OVERALL 40 PAGE MAXIMUM).

The following information is relevant to qualifications of the Proposer, its equity owners, the lead or managing entity member of the Proposer team, and any other team members that the Proposer wishes to identify in its SOQ.

The CM/GC Proposer

- Identify the legal name of the Proposer. If the name is a DBA (Doing Business As), identify underlying names. Identify an individual who will act as a sole point of contact and include the following information: name, title, address, telephone and fax numbers and electronic mail address. Identify the legal name and form of the Proposer and the state of its organization.
- Provide a brief description of the history and structure of the entity, including the prior experience (if any) of the Proposer and equity members working together in managing projects similar in size, scope, and complexity.
- If the entity is a joint venture, specify the degree of control each member of the Joint Venture will exercise, the distribution of profit and loss, and identification of work responsibilities each member will exercise.

Equity Members

- For each equity member of the Proposer, identify the entity's role and the entity's legal structure, and a brief history and structure of the entity.
- Identify any other team members considered to be critical to the success of the Proposer. Any Key Subcontractors shall be identified here. Identify the entity's role on this Project.

Organizational Structure

- Describe the organizational structure of the entity, including its teaming arrangements and how the Proposer will institutionally operate. Describe how the Proposer's management structure will facilitate completion of all work, including preconstruction services and construction. Identify how the organizational structure will result in an integrated and cohesive team for managing the Project.
- Describe your entity's past successful approach for completing projects including any joint venture or organizational changes that may affect the Project.
- Provide an Organizational Chart that sets forth the Proposer structure, teaming arrangements and reporting requirements that cover both the Preconstruction phase and the Construction phases. Also identify the management staff and Key Personnel. The Organizational Chart may be submitted on 11"x17" size paper.
- Certify no organizational conflicts of interest exist as they may pertain to this Project.

Working with Design Consultant

- Describe the most relevant experience your entity has had working with designers during the design phase of projects, if any, that would benefit the ConnDOT Walk Bridge Project.

Key Personnel

- List the Proposer's key personnel for the staff to be assigned to this Project in the positions noted below. Describe the relevance of each individual's experience to their identified role in the Project and why the experience will provide value to the Proposer becoming the CM/GC. Provide resumes (two pages max for each person) for Key Personnel (note, please supply resumes in accordance with SOQ Section G (Required Forms / Statements).
 - Project Executive
 - Project Manager
 - Project Controls Manager
 - Chief Estimator
 - Chief Scheduler
 - Preconstruction Services Manager
 - Construction Manager
 - Site General Superintendent
 - Movable Bridge Coordinator
 - Railroad Superintendent
- The Proposer shall note that this list of titles should be considered a guide. It is acceptable for a Proposer, based on their corporate organization and experience, to propose different titles for positions of Key Personnel, and may propose some overlap (for example, one person filling two roles). The

ConnDOT does not consider the use of other titles / overlap to be a positive or a negative; the evaluation will be based on the logic behind the proposal. It is important that the Proposer adequately describe the positions and defines the roles and responsibilities. In addition, regardless of title, the Proposer shall provide the information provided in this section for their Key Personnel, as the Proposer envisions delivering the CM/GC services.

- List at least three references for the Project Manager and two references for each of the other individuals identified above for comparable projects in which the key personnel have played a primary role. References shall be previous owners or clients with whom the individuals have worked within the last 10 years and shall include the name, position, company or agency, current address, and phone and fax numbers and email addresses. The references may be included here, or may be included with the Key Personnel resumes submitted in accordance with SOQ Section G.
- Proposer shall include in an express, written commitment that the individuals designated in the SOQ for the positions or roles described in this Section shall be available to serve the role so identified in connection with the Project. The Contractor shall not change or substitute any Key Personnel except due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, or as otherwise approved by The ConnDOT. Prior written approval of The ConnDOT for the change in key personnel must be received by the Contractor before any Key Personnel position is filled with a new or different individual. The Contractor may risk penalties up to, and including, termination for proceeding with replacement of key staff without approval and/or without a suitable replacement. The ConnDOT notes that the replacement of proposed Contractor staff will not be viewed favorably by The ConnDOT. In addition, The ConnDOT reserves the right to remove any member of the Contractor's team due to performance or insubordination, at The ConnDOT's sole discretion.
- Describe the key personnel who have previously worked together as a team, if ever.
- Describe, for each key personnel, the Proposer's plan for assignment – during what phase(s) and what percentage of time will the key personnel be assigned? Will the key personnel be co-located? Will the Proposer be seeking direct cost reimbursement for housing or travel for each key personnel, and why? Describe why this plan provides cost-effective value to The ConnDOT.

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SOQ SECTION C: CONSTRUCTION EXPERIENCE (NOTE - INFORMATION PROVIDED IN THIS SECTION IS SUBJECT TO THE OVERALL 40-PAGE MAXIMUM)

- Describe the relevant experience held by the Proposer or each equity member with the construction of the Proposer's selected projects noted in this Section. Relevant experience sheets may be submitted on 11"x17" size paper. The Proposer shall note that the intent in this Section is to provide a summary, simple description of the Project, with a narrative that responds to the required information, all within the overall 40-page maximum. It is acceptable for one project to satisfy more than one category. For example, the same project may be submitted to satisfy both Movable Bridge Construction and Marine Construction.

Relevant Experience – Movable Bridge Construction

- Identify at least two comparable projects within the past ten years in which the entity(s) served as the prime contractor for construction of a movable bridge. For each project identified, provide the following:
 - A description of the Project (with a comparison of similarities to the current project – schedule demands and transportation elements). Identify whether the movable bridge projects are on new construction or on an operating system.
 - Narrative of the roles of the entity(s) – Specify amount of work subcontracted vs self-performed the relationships of the contracting parties.
 - The value of the initial construction cost by the Owner, the initial estimate/bid by the entity, and final construction cost - with a brief summation of the cost increases that were beyond the control of the entity(s).

- Dates of work performed and original contract construction duration and actual duration – with details of reason, if any, project durations extended beyond the original completion date.
- Project owner, contact name, telephone number, address, and current email address.
- List the name of the Designer/Engineer that your entity worked with and describe the relationship and roles existed to accomplish the goals of the Owner. Provide contact name, current telephone numbers and addresses.

Relevant Experience - Bridge and Viaduct

- Identify at least two comparable projects within the past ten years in which the entity(s) served as the prime contractor for construction of viaducts or bridges. For each project identified, provide the following:
 - A description of the project (with a comparison of similarities to the current project – schedule demands and transportation elements). The ConnDOT is particularly interested in bridge projects with deep foundations
 - A narrative of the roles of the entity(s) – Specify amount of work subcontracted versus self-performed and the relationships of the contracting parties.
 - The value of the initial construction cost by the Owner, the initial estimate/bid by the entity, and final construction cost - with a brief summation of the cost increases that were beyond the control of the entity(s).
 - Dates of work performed and original contract construction duration and actual duration with details of reason, if any, project durations extended beyond the original completion date.
 - Project owner, contact name, telephone number, address, and current email address.
 - List the name of the Designer/Engineer that your entity worked with, and describe the relationship and roles existed to accomplish the goals of the Owner. Provide contact name, current telephone numbers and addresses.

Relevant Experience – Marine Construction

- Identify at least two comparable projects within the past ten years in which the entity(s) served as the prime contractor for marine construction. For each project identified, provide the following:
 - A description of the project (with a comparison of similarities to the current project – schedule demands and transportation elements).
 - A narrative of the roles of the entity(s) – Specify amount of work subcontracted versus self-performed and the relationships of the contracting parties.
 - The value of the initial construction cost by the Owner, the initial estimate/bid by the entity, and final construction cost - with a brief summation of the cost increases that were beyond the control of the entity(s).
 - Dates of work performed and original contract construction duration and actual duration with details of reason, if any, project durations extended beyond the original completion date.
 - Project owner, contact name, telephone number, address, and current email address.
 - List the name of the Designer/Engineer that your entity worked with and describe the relationship and roles existed to accomplish the goals of the Owner. Provide contact name, current telephone numbers and addresses.

Relevant Experience – Railroad and Railroad Electrical Construction

- Identify at least two comparable projects within the past ten years in which the entity(s) served as the prime contractor for construction of railroad (including track) and railroad electrical (including power, signals, and communication). For each project identified, provide the following:
 - A description of the project (with a comparison of similarities to the current project – schedule demands and transportation elements).
 - A narrative of the roles of the entity(s) – Specify amount of work subcontracted versus self-performed and the relationships of the contracting parties.

- The value of the initial construction cost by the Owner, the initial estimate/bid by the entity, and final construction cost - with a brief summation of the cost increases that were beyond the control of the entity(s).
- Dates of work performed and original contract construction duration and actual duration with details of reason, if any, project durations extended beyond the original completion date.
- Project owner, contact name, telephone number, address, and current email address.
- List the name of the Designer/Engineer that your entity worked with and describe the relationship and roles existed to accomplish the goals of the Owner. Provide contact name, current telephone numbers and addresses.

Relevant Experience Accelerated Bridge Construction Techniques

- Identify at least two comparable projects within the past ten years in which the entity(s) served as the prime contractor for construction using accelerated bridge construction techniques. For each project identified, provide the following:
 - A description of the project (with a comparison of similarities to the current project – schedule demands and transportation elements). ~~Identify whether the systems and signal projects were on new construction or on an operating system.~~
 - A narrative of the roles of the entity(s) – Specify amount of work subcontracted versus self-performed and the relationships of the contracting parties.
 - The value of the initial construction cost by the Owner, the initial estimate/bid by the entity, and final construction cost - with a brief summation of the cost increases that were beyond the control of the entity(s).
 - Dates of work performed and original contract construction duration and actual duration with details of reason, if any, project durations extended beyond the original completion date.
 - Project owner, contact name, telephone number, address, and current email address.
 - List the name of the Designer/Engineer that your entity worked with and describe the relationship and roles existed to accomplish the goals of the Owner. Provide contact name, current telephone numbers and addresses.
 - ~~Describe your entity's past experience working with on similar transit projects and your role in system start-up and commissioning.~~
- Proposers are requested to verify that contact information provided for these projects is correct and current and are advised that if the contact information provided is not current, The ConnDOT may elect to exclude the experience represented by that project in determining the Proposer's qualifications. For any entity identified in the SOQ for which experience and qualifications have not been provided, the Proposer may, but is not required to, briefly describe their qualifications and experience in performing the role the Proposer proposes to allocate to them. The description need not be lengthy or go into the level of detail sought in this section.

SOQ SECTION D: CONSTRUCTION ADMINISTRATIVE SKILLS CRITERIA (NOTE - INFORMATION PROVIDED IN THIS SECTION IS SUBJECT TO THE OVERALL 40-PAGE MAXIMUM)

Cost Control and Job Cost Accounting Reporting

- Provide an example Job Cost report that your entity proposes to use to keep track of all costs that the CM/GC self performs. State how the entity establishes cost control measures for projects, how the entity monitors cost growth, and what the entity's general approach is to managing budgetary issues as the Project progresses.
- Describe your entity's Cost Estimating and what software package you would prefer to use in the development of the GMP. If appropriate, provide examples or demonstrations of why you believe that your software is the best product for all members to use to help in the development of the GMP. *The ConnDOT would like the CM/GC to use a construction cost-estimating software that is commercially available and comparable to aspects that Heavy Construction Systems Specialist (HCSS) and Timberline can perform.*
- Provide an example of what your direct construction cost estimate report will include, showing loaded labor rates, material costs, and equipment costs – broken out from each other. Also, detail crew composition and production rates to demonstrate that your firm fully understands the level of detail required for a successful GMP negotiation.

Project Scheduling Competency

- Describe the Proposer's approach to project scheduling.
- Describe how your entity has collaboratively integrated and optimized the construction schedule with outside constraints such as utilities, owner's activities, designer's activities, and the overall monitoring of a program management schedule.

- Describe how your entity integrates construction cost estimates into the construction planning process, and how these aspects will be utilized, including the use of 3D and 4D scheduling and/or the use of linear scheduling.
- Describe the most important aspects of construction scheduling that your entity utilizes to develop, update, and report on the construction progress, for the life of the Project.
- Provide two examples of past projects in which your entity implemented acceleration and schedule recovery efforts with a detailed description of the events that lead to the need to take this action and the outcome of those efforts.

Constructability and Bidability Reviews

- Describe your entity's approach for Constructability and Bidability reviews as part of the design review process and as input to the applicable Interim GMPs.

Risk Management

- Describe your entity's approach to Risk Management, including the development of Risk Registers, the identification of risk items, the approach to allocation and mitigation of risks, and the use of risk elements in developing a project contingency.

Innovative Construction Experience

- Describe your entity's successes in the utilization of innovative construction methods for transportation projects, as well as your experience with the review of alternatives and with Value Engineering. Provide a maximum of five examples with photos and narratives describing the benefits of cost, schedule, and quality.

SOQ SECTION E: CONSTRUCTION OVERSIGHT CRITERIA (NOTE - INFORMATION PROVIDED IN THIS SECTION IS SUBJECT TO THE OVERALL 40 PAGE MAXIMUM)

Construction Safety and Public Safety

- Provide a narrative of your overall approach and commitment to safety during construction.
- Describe the entity's overall approach to construction zone safety.
- Describe the entity's approach and commitment to the public's safety.

Railroad Operations Safety

- Describe similar plans or procedure, from past railroad construction experience that you may recommend to alleviate any issues with safety during construction.

Experience Modification Rating (EMR)

- Safety History: Provide the Experience Modification Rating (EMR) for each Proposer entity
- Provide statistics to demonstrate your entity's safety record while self-performing work and while managing subcontractors.

Quality Control

- Describe the entity's overall approach to construction Quality Control and Quality Assurance, including the development and adherence to a Quality Management Plan.

SOQ SECTION F: CORPORATE EEO AND AFFIRMATIVE ACTION PLAN (NOTE - INFORMATION PROVIDED IN THIS SECTION IS NOT SUBJECT TO THE OVERALL 40-PAGE MAXIMUM)

Equal Employment Opportunity / Affirmative Action Plan

- Submit a copy of the Affirmative Action/EEO Plan for the employment of minorities and women. This submittal requirement is applicable to Proposer entities and identified Key Subcontractors that employ 50 or more persons and will be entering into a contract in an amount of \$50,000 or more.
- The Proposer will identify a person to be responsible for securing compliance with, and reporting progress on, all EEO efforts initiated and taken.

Employee Profile

- Provide Employee Profiles for each Proposer entity identified in the SOQ by the ethnic and gender composition of their firm

Diversity within the CM/GC Team

- Provide the Proposer's Management Team diversity profile, illustrating the ethnic and gender composition of the proposed organization for the Project,

SOQ SECTION G: REQUIRED FORMS / STATEMENTS (NOTE - INFORMATION PROVIDED IN THIS SECTION IS NOT SUBJECT TO THE 40-PAGE MAXIMUM)

Refer to SOQ RFQ APPENDIX B for Required Forms. These forms shall not be altered.

REQUIRED FORMS:

- Conflict of Interest and Unfair Competitive Advantage Certification (Revised) (See explanation in Section 3.4 of this SOQ)
- Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion

REQUIRED STATEMENTS:

- A) SURETY LETTER - Provide evidence from a surety or an insurance company indicating that the Proposer is capable of obtaining a Performance Bond and Payment Bond in an amount of \$300 million to \$400 million. Alternatively, the SOQ may include evidence from a bank indicating that the Proposer is capable of obtaining a standby letter of credit in the amount of \$300 million to \$400 million. The evidence shall take the form of a letter from a surety/insurance company or bank, as applicable, indicating that such capacity exists for the Proposer or the team member with the primary responsibility for construction. Letters indicating "unlimited" bonding capability or letter of credit capacity are not acceptable.
- The surety/insurance company or bank providing such letter must be rated in one of the two top categories by two nationally recognized rating agencies or at least A- (A minus) or better or Class VIII or better by "AM Best Company," and must indicate the relevant rating in the letter. The letter must specifically state that the surety/insurance company or bank, as applicable, has read this RFQ and evaluated the Proposer's backlog and work-in-progress in determining its bonding or letter of credit capacity. In instances where there are proposed or anticipated changes in the financial condition of the Proposer or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the surety's/bank's analysis specifically incorporates a review of the factors surrounding such changes and identifying any special conditions which may be imposed before issuance of surety bonds or a letter of credit for the Project.
- If a Proposer or team member responsible for construction, as applicable, is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual equity participants of the Proposer or team responsible for construction, as applicable, are acceptable, as is a single letter covering all equity participants.
- B) LEGAL ISSUES – Identify and explain any significant anticipated legal issues which the Proposer must resolve in order to carry out the Project and its obligations under this CM/GC contract.
- C) LEGAL LIABILITIES - Provide a list and a brief description of all instances during the last five years involving transportation projects in which the Proposer (or any other organization that is under common ownership with the Proposer), any equity member, or any Major Non-Equity Member was (i) determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and fax number (and email address if available).

With respect to the information in this section B and C, failure to provide this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling The ConnDOT to contact owner representatives may, in the sole discretion of the ConnDOT, lead to a lower evaluation score and/or a "fail" rating for the team or disqualification from the procurement process.

- D) RESUMES - Provide resumes for the each of the Key Personnel (two page maximum per resume). Proposer shall include an express, written commitment that the individuals designated in the SOQ for the positions or roles described herein shall be available to serve the role so identified in connection with the Project. While The ConnDOT recognizes personnel availability and scheduling issues impact the Proposers, Proposers are urged only to identify and proffer personnel that they believe will be available for, and intend to assign to work on, the Project for the positions identified. Procedures concerning changes of such personnel will be set forth in the RFP; however, requests to implement such changes will be reviewed very carefully by The ConnDOT and shall be subject to prior ConnDOT approval. Failure to obtain ConnDOT approval for such changes may result in disqualification of the Proposer by The ConnDOT.

- E) JOINT VENTURE LETTER – if the Proposer entity is not a Joint Venture, this submittal is not required. If the Proposer is a Joint Venture, each participant of the Joint Venture must submit a letter with the SOQ, stating the participants' agreement to propose as a Joint Venture with the other named Joint Venturer(s), and indicating the respective percentage(s) of the project work ("the Responsibility Percentage") which would be the responsibility of each of the Joint Venturers. The Proposers shall note that if a Joint Venture submits a bid proposal, it shall be considered to be a proposal by each of the joint venturers, jointly and severally, for the performance of the entire contract as a Joint Venture in accordance with the terms and conditions of the contract.

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6. EVALUATION OF SOQ

6.1 INITIAL EVALUATION OF SOQ

The RFQ will be evaluated against the criteria set forth below, for the establishment of a Short List of Proposers to proceed to the next step. The Selection Committee may, as part of this selection process review the references and other pertinent information and specifically reserves the right to perform due diligence and investigate the prospective CM/GC Proposer and/or its team.

Prior to or in conjunction with the evaluation of each SOQ, the Selection Committee will ensure the Proposer's SOQ meets the requirements of this RFP. These requirements, noted herein, include (but may not be limited to) the following:

- The Proposer's team shall be prequalified or has submitted a prequalification request. Note that prequalification must be satisfied before the establishment of the Short List.
- The SOQ includes all required forms and an original executed transmittal letter.
- The Proposer and/or its team members have not been disqualified, suspended, or debarred.
- The Proposer must acknowledge receipt of all RFQ addenda, if any.

The ConnDOT's Selection Committee may rate any proposal as incomplete that fails to include any information required in this RFQ.

6.2 SOQ EVALUATION PROCESS

Each responsive SOQ will be evaluated and scored by the Selection Committee according to the criteria set forth below. Upon the deadline of the SOQ submittal, all SOQs will be distributed to the Selection Committee. At that time, the Committee will determine whether any Technical Advisors shall be assigned to assist the Selection Committee. The Selection Committee members will then individually review and score each SOQ. The scoring process entails each scoring Selection Committee member to provide a numerical score for each SOQ. At this point in the process, the scores are considered preliminary. Important Note: the scoring of the SOQ will be partly combined with the future RFP scoring for final selection.

As noted below, a relative numerical weight has been established by The ConnDOT for each major category; the relative weighting assigned to each major category will be the maximum any criterion in the major category can receive. The sum of the weights equals the total points allotted for the SOQ.

Upon completion of the individual reviews, the Chairman will then convene a meeting of the entire Selection Committee (and, at his discretion, the Technical Advisors) to discuss the SOQs. The Selection Committee will present and discuss their individual preliminary reviews. The intent of this meeting is for the ConnDOT Selection Committee to form a consensus of the relative ranking of the Proposers' SOQs, and to establish the Short List of Proposers who will be invited to participate in the next step, the RFP.

Evaluations and rankings of SOQs are subject to the sole discretion of the ConnDOT Selection Committee. The ConnDOT will make the final determinations of the Proposers selected as the Short List as it deems appropriate, in its sole discretion, and in the best interests of the ConnDOT.

6.3 EVALUATION CRITERIA

1. Team Experience Criteria (Total of 30 Points Available)

The Selection Committee will rate highly CM/GC Proposers whose team demonstrates an effective organization for successful management of the Project, who clearly identify Key Personnel and other staff members and delineate their experience on similar complex projects, and describe how the CM/GC Proposer's team will work collaboratively with the ConnDOT Project Management Team and the Design Consultant. A clear and thorough organization chart shall help demonstrate this qualification. As part of the staffing plan, Joint Venture members and/or Key Subcontractors, if any, must be identified and their roles delineated. Managerial and technical personnel for this Project will have demonstrated experience in successful projects similar in size, duration and complexity. Resumes must be provided for all personnel anticipated to have a significant role in the Project.

Additionally, the Selection Committee will rate highly CM/GC Proposers who demonstrate highly qualified Key Personnel who have worked together on comparable projects, especially on previous CM/GC projects. If a Joint Venture is proposed, the CM/GC Proposer should demonstrate that the JV entities and Key Personnel have worked together on previous successful projects. The CM/GC Proposer should list JV experience together, JV experience with other partners, roles of JV entities, and key personnel experience working in a JV, if applicable.

2. Construction Experience (Total of 33 Points Available)

The Selection Committee will rate highly CM/GC Proposers who demonstrate a history of successful experience on comparable projects, especially involving movable bridges. In addition, the Proposer should identify project experience with bridge and viaducts including deep foundations, marine construction, rail and railroad electrical projects (including track, power, signals, and communication), and experience with accelerated bridge construction techniques.

The Selection Committee will rate highly CM/GC Proposers who demonstrate their successful approach and execution on past similar projects and who executed innovative construction methods that saved time and money.

3. Construction Administrative Skills Criteria (Total of 25 Points Available)

The Selection Committee will rate highly CM/GC Proposers whose approach to risk management will foster the early identification, mitigation, avoidance, and allocation of risks typical of a project such as this.

In addition, the Selection Committee will rate highly CM/GC Proposers whose approach to schedule and cost estimating approach describes how the CM/GC Proposer will accomplish the preconstruction and construction activity for this Project in a timely manner reflecting a practical understanding of the complexities of this Project and of critical path activities.

Highly ranked CM/GC Proposers will demonstrate their successful approach, in past projects, to cost and schedule control and give examples of innovative techniques used on past projects to keep within the budget and schedule.

In addition, highly ranked CM/GC Proposers will demonstrate experience and abilities with preconstruction phase activities such as bidability reviews, constructability reviews, subcontractor packaging, and approach to investigating alternative concepts.

4. Construction Oversight Criteria (Total of 10 Points Available)

The Selection Committee will rate highly CM/GC Proposers who demonstrate experience with the Quality and Safety functions required for the execution and management of complex construction projects, including the development of Quality and Safety Management Plans. The Selection Committee will rate highly CM/GC Proposers whose Experience Modification Rating (EMR) demonstrates a corporate commitment to safety. The Proposer should demonstrate skills with both worker and public safety, as well as experience with safety of railroad operations.

In addition, the Selection Committee will rate highly CM/GC Proposers with a strong commitment to a robust Quality Control / Quality Assurance program

5. Corporate EEO Profile and Affirmative Action Plan (Total of 2 Points Available)

The Selection Committee will rate highly CM/GC Proposers whose Corporate Affirmative Action Plan, DBE performance history, labor workforce (MMU/FMU) history and the diversity of the proposed team demonstrate a corporate commitment to diversity and inclusion.

6.4 COMPLETION OF RFQ STEP IN PROCUREMENT PROCESS

Following the review of the SOQs, the Selection Committee will finalize the qualifications score for each of the Proposers based on the criteria set forth in this document. The qualifications score and the recommended Short List of Proposers will be forwarded to the Office of the Commissioner for concurrence and final approval.

Each Proposer submitting a Proposal will be notified in writing of the results of the evaluation process. Firms determined by The ConnDOT to be the most qualified will be notified and invited to submit a proposal in response to the RFP. Firms not identified as the most qualified will be notified and will be precluded from participating in the RFP.

The ConnDOT will include all pertinent, official requirements for the next step in the process within the RFP. It is anticipated that the following elements will be included in the RFP:

- The SOQ evaluation score of the Proposers will carry over and will form part of the selection of the next phase. This is intended to encourage Proposers to submit their best possible team qualifications.
- The RFP will require the submittal of a Technical Proposal, which will be focused more specifically on the Proposer's approach to this specific project
- The RFP will require an Interview
- The RFP will require the submittal of a Price Proposal. The component to be priced will be described fully in the RFP.
- The evaluation of the Proposers will take into consideration all four of the above elements.

Appendix A: PROJECT SCOPE CODES

STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION

PROJECT SCOPE CODE

<u>CODE</u>	<u>FROM</u>	<u>TO</u>
"A"	LESS THAN	\$ 100,000
"B"	\$ 100,000	\$ 199,999
"C"	\$ 200,000	\$ 499,999
"D"	\$ 500,000	\$ 999,999
"E"	\$ 1,000,000	\$ 2,499,999
"F"	\$ 2,500,000	\$ 4,999,999
"G"	\$ 5,000,000	\$ 7,499,999
"H"	\$ 7,500,000	\$ 9,999,999
"I"	\$ 10,000,000	\$ 14,999,999
"J"	\$ 15,000,000	\$ 19,999,999
"K"	\$ 20,000,000	\$ 29,999,999
"L"	\$ 30,000,000	\$ 39,999,999
"M"	\$ 40,000,000	\$ 59,999,999
"N"	\$ 60,000,000	\$ 89,999,999
"O"	\$ 90,000,000	\$ 119,999,999
"P"	\$ 120,000,000	\$ 159,999,999
"Q"	\$ 160,000,000	\$ 199,999,999
"R"	\$ 200,000,000	\$ 249,999,999
"S"	\$ 250,000,000	\$ 299,999,999
"T"	\$ 300,000,000	\$ 399,999,999
"U"	\$ 400,000,000	\$ 499,999,999
"V"	\$ 500,000,000	\$ 599,999,999
"W"	\$ 600,000,000	AND OVER

Appendix B: FORMS TO BE SUBMITTED WITH SOQ

Conflict of Interest and Unfair Competitive Advantage Certification

Identify any conflicts of interest or unfair competitive advantages (collectively called Conflict Situations) by completing this Certification under penalty of false statement (Conn. Gen. Stat. §53a-157b) by checking either Box No. 1 (Individuals) or Box No. 2 (Firms) below, and Box No. 3 as necessary. If there is a known or potential Conflict Situation, Box No. 3 should be checked and the required supplementary information provided.

1. Individuals

I certify that I do not have a potential or known Conflict Situations as specified in the Request for Qualifications documents, State of Connecticut Law, and Federal Regulations, for the subject project, except as disclosed in Box No. 3 and the attachments to this Certification.

2. Firms

My signature certifies that I am authorized to sign as a Representative for the Firm and to the best of my knowledge, information and belief, and after thorough review of the firm's books and records and after reasonable inquiry with knowledgeable persons within the firm, this firm:

- a) Has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Department,
- b) Has no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Department,
- c) Has no unfair competitive advantage resulting from work that this firm, its current staff, any key personnel or subconsultants have done to date, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Department, except as disclosed in Box No. 3 and the attachments to this Certification.

3. Disclosure

I am notifying the Department of the existence of one or more potential or actual Conflict Situation(s). I have attached to this Certification a document (limited to three pages) with (a) all relevant facts and (b) identified proposed actions to be taken to avoid, neutralize, or mitigate such Conflict Situation (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution).

I understand that if at any time I learn of a previously unknown potential or actual conflict of interest or perceived unfair competitive advantage, I will submit a new Certification to the appropriate Department contact person for that phase of the project, updating my previous statements and certifications.

Completed and signed under penalty of false statement per Conn. Gen. Stat. §53a-157b.

Signature: _____ **Date:** _____

Name (type/print): _____

Legal Name of Firm: _____

Title: _____ **Project Number:** _____

Telephone: (_____) _____ **Fed ID No.:** _____

Firm or Individual Address: _____

FORM D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Primary Participant certifies to the best of its knowledge and belief, that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph, (2) of this certification; and
4. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause of default.

If the Proposer is unable to certify to any of the statements in this certification with respect to it or its principals, the Bidder shall attach an explanation to this certification).

THE PRIMARY PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

PRIMARY PARTICIPANT:

Signature

Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies
that _____ has authority under State and local law to comply with the
(Authorized Official)

subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

FORM D (continued)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION (continued)**

Primary Covered Transactions

1. By signing and submitting this Proposal the prospective participant is providing the certification in accordance with 49 CFR Part 29.
2. The inability of a person to provide the certification will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of this prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
3. The certification is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this agreement.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lowered tier covered transactions.
7. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.