



September 30, 2015

**REQUEST FOR PROPOSALS  
LEGAL COUNSEL SERVICES**

**Request for Proposal No. 2016-003**

**APPROVED:**

A handwritten signature in black ink that reads "Kevin A. Dillon".

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Kevin A. Dillon, A.A.E.  
Executive Director

**APPROVED:**

A handwritten signature in black ink that reads "Laurie A. Sirois".

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Laurie A. Sirois  
Manager of Grants, Contracts and  
Procurement

## **OVERVIEW**

The Connecticut Airport Authority (CAA) was established via Public Act 11-84 and operates under the provisions of Chapter 267b, sections 15-120aa through and inclusive of 15-120pp of the Connecticut General Statutes. The CAA is a quasi-public entity responsible for managing, operating and developing Bradley International Airport and five general aviation airports (Danielson, Groton-New London, Hartford-Brainard, Waterbury-Oxford and Windham) (collectively referred to herein as the "CAA Airports"), as well as ensuring compliance by those airports and other airports within the State of Connecticut with all federal obligations with respect to those airports. The CAA serves as an economic driver in Connecticut, making the state's airports more attractive to new routes, new commerce, and new companies who may be considering making Connecticut their home.

## **INTRODUCTION**

The CAA is seeking proposals from qualified law firms to provide legal services on an as-needed basis to assist the CAA in carrying out its duties and obligations.

## **REQUEST FOR PROPOSALS REQUIREMENTS**

The CAA requires that the respondents keep the proposal, excluding exhibits, within a limit of seven (7) pages plus two (2) additional pages for each area of representation for which your firm is submitting its qualifications. Brevity will be appreciated. A brief executive summary should accompany each proposal. Font size shall not be any smaller than Arial 12 point, or equivalent. Proposers must include an e-mail address for the primary point of contact for this RFP in the cover letter.

Proposing firm shall submit one electronic and five printed copies of the proposal in a sealed envelope to:

Laurie A. Sirois  
Manager of Grants, Contracts and Procurement  
Connecticut Airport Authority  
Bradley International Airport  
334 Ella Grasso Turnpike  
Suite 160  
Windsor Locks, CT 06096

**Attn: RFP No. 2016-003 – Legal Services**

The proposal must be submitted no later than **2:00 p.m., October 28, 2015** Eastern time. Late submissions will **not** be accepted. **Proposals will not be publicly read.** Questions concerning this RFP are due no later than **2:00 p.m., October 14, 2015.** The CAA responses to questions concerning this RFP may be shared with each responsive, proposing firm to ensure equal awareness of important facts and details.

By submitting a proposal, the firm certifies that it has fully read and understands the RFP, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed.

The CAA reserves the right to interview some, all, or none of the firms responding to this RFP based solely on its judgment as to the firm's proposals and capabilities. The CAA reserves the right to request and consider additional information from submitters and to reject any and all submittals on any basis without disclosing the reason. No firm may withdraw their submittal for at least 120 days after the time and date set for submission. The CAA reserves the right to waive any irregularities and technical defects.

The term of the Agreement will be for one year, with two one-year renewals at the sole discretion of the CAA.

**POINT OF CONTACT**

The point of contact for all submissions and correspondence regarding this RFP will be Laurie Sirois (Purchasing Agent). She may only be reached by e-mail, at [procurement@ctairports.org](mailto:procurement@ctairports.org). Submissions of questions, correspondence or requests for clarification to persons other than the Purchasing Agent, or in a form other than e-mail, will not receive a response.

**INTERPRETATION AND ADDENDA**

No interpretation or clarification regarding this RFP will be made verbally to any Proposer. Requests for interpretation or clarification must be submitted electronically to the Purchasing Agent. When submitting a request for interpretation or clarification, Proposers are encouraged to reference the RFP page and topic number pertinent to the question(s). All questions must be submitted no later than the date and time stated above for the submission of questions. Any questions received after that time will not be addressed.

Interpretations, clarifications and supplemental instructions from the CAA will be in the form of a written addendum, which will be posted to the State of Connecticut Department of Administrative Services and the CAA websites.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Proposers are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP.

**ATTEMPTS TO INFLUENCE THE SELECTION PROCESS**

Except for clarifying written questions sent to the CAA, all proposers, including any and all persons acting on their behalf, are strictly prohibited from contacting any employee of the CAA or Board official, on or regarding any matter relating to this RFP from the time the RFP is issued until contract award.

The CAA reserves the right to disqualify any Proposer who contacts any employee of the CAA or Board official, other than the Purchasing Agent, concerning this RFP.

### **PUBLIC RECORDS**

Each Proposer agrees that all information, data, documentation, and material submitted or provided by the Proposer shall become the property of the CAA and it shall not be returned to the Proposer. The CAA is subject to the requirements of the Connecticut Freedom of Information Act ("FOIA"). After CAA award of a Contract, all information, data, documentation, and material submitted shall be considered public information and may be made available for inspection in accordance with the FOIA. Any proprietary information, data, documentation, and material that the Proposer wishes to remain confidential (to the extent allowed under the FOIA) should be clearly identified in the proposal; however, such identification does not guarantee its confidentiality. Proposers specifically waive any claims against the CAA related to the disclosure of any materials if made pursuant to a public records request.

Proposer must submit a letter stating reasons for claiming confidentiality for every type of information that may be stamped confidential. Failure to comply with these procedures may result in the disclosure of this information. Proposer may be required to intervene in any public records request in order to protect its rights to confidential or proprietary information.

### **SCOPE**

The services to be performed will include a full range of legal services as may be requested by the CAA General Counsel to assist the CAA in carrying out its duties and obligations. Duties of counsel will include providing legal representation, advice, counsel and assistance in all aspects of the Authority's operations, and will include, but not be limited to, hiring and consulting with experts and/or consultants, as may be reasonably and necessarily required and as approved by the Authority; review, analysis, investigation and research necessary to carry out the Services; preparing, writing and providing to the Authority all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said Services; providing related paralegal and clerical support; and performing all tasks in coordination with the Authority.

### **ITEMS TO BE INCLUDED IN YOUR PROPOSAL**

#### **A. General Information**

Provide a brief description of your firm, including but not limited to the following:

1. Location(s).
2. Number of Partners and Associates.

3. Name, address, phone number, fax number and email address of the firm's contact person.

CAA encourages the participation of persons of color, women, persons with disabilities and members of other federally and State-protected classes. Describe your firm's affirmative action program and activities. Include the number and percentage of members of federally and State-protected classes who are either partners or associates in your firm, the number and percentage of members of federally and State-protected classes in your firm who will work on CAA legal services and, if applicable, a copy of your Minority or Women-Owned Business Enterprise state certification.

4. Describe any relationships that you have with other law firms regarding proposed co-counsel relationships and/or fee splitting arrangements.
5. Indicate the type and amount of professional liability insurance your firm carries.

Proposers must have in full force and effect professional liability insurance with an insurance company rated at least "A-" in Best's Guide in an amount not less than \$10,000,000 per claim/ \$20 million aggregate with a deductible not to exceed \$250,000, for which the firm shall be liable.

6. Identify any material litigation, administrative proceedings or investigations which i) currently names your firm as a party, ii) have been threatened against your firm; or iii) have been settled within the past two years and involved your firm as a party.

## **B. Experience and Resources**

1. Indicate which partners and associates would be involved in providing legal services to the CAA. Provide appropriate background information and identify what their responsibilities would be in serving the CAA.
2. Provide three (3) references from your corporate or governmental agency clients including names, addresses and telephone numbers.
3. Describe your experience representing governmental agencies and/or quasi-public corporations.
4. Describe your experience representing airports and/or other entities in the aviation field.

## **C. Costs**

1. Describe your proposed fee structure for calendar years 2016, 2017, and 2018, including the hourly rate for the partners, associates, and paralegals

to be assigned to CAA activities (if applicable) and the costs of various reimbursable and expenses. Blended rates will be considered. Where appropriate, (e.g. public financing, real estate closings) indicate fixed fee pricing proposals. Please be as specific as possible.

**D. Miscellaneous**

1. Identify any actual or potential conflicts of interest with regard to representation of CAA and/or the State of Connecticut. Include a listing of any matters in which you have represented other parties in litigation or transactional matters involving the CAA.
2. Identify any conflicts that may arise as a result of business activities, associates and/or ventures by members and associates of your firm, or as a result of any individual's status as a member of the board of directors of any organization likely to interact with CAA. Describe how your firm will handle actual and/or potential conflicts of interest.
3. Identify any publications and other information and resources of your firm that will be available to CAA.
4. Discuss any topics not covered in this Request for Proposals, which you would like to bring to the attention of the CAA.

**CONDITIONS OF ENGAGEMENT**

**Budget and Billing Procedures**

1. The Firm shall not begin handling a legal matter for the CAA until authorized by the CAA General Counsel, and if requested, it shall have submitted a budget for the service requested.
2. If a budget is requested, the Firm shall update its budget every (6) six months or more frequently when requested by the CAA General Counsel. The Firm shall provide a copy of each revised budget to the CAA General Counsel and shall account for each material modification or change from previous budgets.
3. If it becomes apparent to the Firm that it will exceed its budget, the Firm must promptly notify the CAA General Counsel in writing, describing in detail the reason(s) why the Firm expects to or has overrun its budget.
4. The CAA will not pay any amount in excess of the Firm's budget without the prior written approval of the CAA General Counsel.

## **Legal Fees**

1. The Firm shall never bill the CAA at a rate higher than the lowest rate charged to other clients of the Firm.
2. The Firm shall bill the CAA on a monthly basis as follows:
  - (a) The Firm shall identify the total amount charged to the CAA for all legal services provided by the Firm.
  - (b) The Firm shall provide a billing report for each specific legal service performed by the Firm as identified in the Firm's budget. For each such legal service, the billing report shall record:
    - (1) each date on which the legal service was performed,
    - (2) the time expended performing legal services on each date,
    - (3) each member of the Firm who performed this legal service during this day,
    - (4) the billing rate of each member of the Firm so identified, and
    - (5) the total charge for the performance of legal service by each Firm member during this day and time.
  - (c) All time billed by the Firm shall be in increments of six (6) minutes (1/10 of an hour) and shall specifically identify the legal service performed by the Firm's personnel during that time, in accordance with the list of legal services identified in the Firm's budget.
  - (d) Block billing is unacceptable. Each task and its corresponding time entry shall be identified separately.
  - (e) If the Firm expects to be compensated for a conference between two or more of the Firm's personnel without any participants from outside the Firm, then the Firm employees shall not each charge the CAA for their time spent participating in the conference at their individual hourly billing rates. Instead, the Firm shall be compensated for the conference at an amount that is equal to the per-hour billing rate of the Firm employee participating in the conference with the highest per-hour billing rate.

## **Legal Expenses**

1. The CAA shall reimburse the Firm for the actual cost of out-of-pocket expenses incurred by the Firm, which relate to the legal matter the Firm handles for the CAA, as follows:
2. Specific Expense Provisions

- (a) Travel Expenses.
    - (1) The Firm shall exercise prudence in incurring travel expenses. Travel expenses for lodging, and out-of-town transportation shall be at reasonable rates and consistent with the CAA's travel policies. It shall be the Firm's responsibility to appraise itself of the travel policies; if clarification of such policies is required, the Firm may contact the CAA General Counsel for such clarification.
    - (2) The Firm shall not charge for any time a Firm member spends traveling or providing legal services during travel, unless otherwise approved in advance by the CAA General Counsel.
    - (3) Whenever the Firm wishes to have more than one Firm member incur travel expenses related to the legal matter the Firm is handling, the Firm must request and obtain advance approval from the CAA General Counsel for such travel expenses. This requirement applies regardless of whether the different Firm members incur travel expenses at the same time or at different times.
    - (4) The Firm shall not charge for time or mileage while traveling within the State limits.
  - (b) The CAA shall not pay any of the following out-of-pocket expenses incurred by the Firm:
    - (1) Secretarial or word processing services (normal, temporary, or overtime);
    - (2) Any staff services charges regardless of when such charges are incurred, such as attorney office meals, filing, or basic clerical preparation of documents.
  - (c) The following Firm expenses shall not be paid for by the CAA in any event:
    - (1) Office supplies.
    - (2) Firm time spent responding to the CAA's billing inquiries or preparing bills, billing estimates, expense reports, budgets or status reports;
    - (3) Overhead, including but not limited to, air conditioning or heating and other office operating costs.
3. The Firm shall bill the CAA for its expenses by submitting invoices detailing the following for each expense for which the Firm wishes to be reimbursed:
- (a) Identification of the legal service performed for the CAA in which the Firm incurred the expense;

(b) Identification of the specific expense incurred by the Firm, including but not limited to:

- (1) Long distance calls;
- (2) Photocopying;
- (3) Cost of transcripts;
- (4) Cost of expert witnesses; and
- (5) Court costs.

(c) If the expense is a travel or out-of-town living expense, then the Firm shall itemized such expenses separately on an attached form and describe in specific detail the type of expense incurred and where applicable, the person incurring the charge or participating in the event.

4. In addition to the above invoices, upon request, the Firm must also submit receipts or other documentation verifying each expense for which the Firm expects to be reimbursed by the CAA.

#### **Audits and Reviews**

1. At any time, representatives of the CAA or the State may audit the law Firm's invoices, billings, and invoicing and billing practices respecting the legal services the Firm provides to the CAA.
2. The CAA General Counsel shall review all bills and invoices and may request that the Firm reasonably adjust such bills and invoices to comply with the policies contained in this document.

#### **Monitoring Costs**

It is the Firm's responsibility to monitor closely expenditures under the Agreement and to notify the CAA General Counsel in writing when fees and expenses equal to 80% of the total budget have been accrued or committed, even if they have not yet been billed.

#### **SELECTION/EVALUATION CRITERIA**

Proposals will be evaluated by a Selection Committee which will be seeking to distinguish which proposer has, through the appropriate combination of several criteria, the abilities to best perform the required services to the satisfaction of the CAA. While some criteria may be ranked higher than others in the selection process, the proposal that achieves the highest overall ranking will be considered top-ranked by the Selection Committee. The proposals will be evaluated using the following criteria.

The goal of the evaluation will be to select the firm(s) which provides the best combination of qualifications, relevant positive experience and costs. The evaluation committee will also consider the following non-exclusive factors in making that determination:

- Depth and quality of experience in representation of Connecticut quasi-public entities or other reasonably comparable experience.
- Depth and quality of experience in Airport and aviation-related matters, current and recent legal developments in state and federal aviation law, and specific experience in working with the Federal Aviation Administration (FAA).
- Familiarity with provisions of P.A. 11-84 and other relevant legislation.
- Depth and quality of experience in dealing with Enterprise Funds and bonding related thereto.
- Qualifications of personnel, including the experience and availability of the lead attorney(s) and the breadth and depth of experience of other partners, associates and other professionals available to provide the requested services to the State.
- Demonstrated ability to work closely and cooperatively with clients in meetings and negotiation sessions.
- Results of reference checking.
- Reasonableness of rates proposed, and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges. Among substantially equally qualified proposers, rates and efficiency will weigh heavily in making a selection.
- Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.
- Record of compliance with all applicable ethical rules and rules of professional conduct.

The proposing firm will not be considered to have an irreconcilable conflict of interest because the firm or attorneys associated with the firm have in the past brought or are currently bringing litigation against the State of Connecticut, whether in court, mediation or arbitration, so long as that litigation does not concern the firm's involvement in [matters related to and adverse the Authority, or related to any of the described issues](#). All potential conflicts with the State of Connecticut must be fully described and discussed in the proposal.

## **INSURANCE REQUIREMENTS**

Evidence of the following minimum insurance coverage must be provided:

- a. General Liability limits of \$1 million per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1 million, per occurrence.
- c. Worker's Compensation coverage to Connecticut statutory limits or documentation evidencing an approved self-insurance program.
- d. Umbrella Liability limits of \$10 million excess of \$1 million primary layer for airfield services, otherwise \$5 million.
- e. Professional Liability limits of \$10 million per claim/ \$20 million aggregate with a deductible not to exceed \$250,000, for which the firm shall be liable.

The CAA shall be named as additional insured on all policies of insurance with the exception of the Worker's Compensation and Errors & Omissions insurance.

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

In accordance with Title 49, CFR.26, it is the CAA's policy to provide DBEs the opportunity to compete and/or participate in the performance of CAA contracts. Based on the funding source for each assignment the selected Proposer may be required to achieve a specific goal set by the CAA. The selected Proposer will, as necessary, complete DBE reporting requirements.

## **SMALL BUSINESS/MINORITY BUSINESSS ENTERPRISE PARTICIPATION**

In accordance with Connecticut General Statute 4a-60g, it is the CAA's policy to comply with the SBE/MBE set aside goals. Based on the funding source for each assignment the selected Proposer may be required to meet a specific set aside goal set by the CAA.

## **AMENDMENT OR CANCELLATION OF THE RFP**

The CAA reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the CAA to do so.

## **PROPOSAL MODIFICATIONS**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by the CAA. The CAA, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

## **PROPOSER PRESENTATION OF SUPPORTING EVIDENCE**

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that the CAA deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

### **ERRONEOUS AWARDS**

The CAA reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the CAA shall not constitute a breach of contract on the part of the CAA since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between the CAA and such proposer.

### **PROPOSAL EXPENSES**

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by the CAA.

### **OWNERSHIP OF PROPOSALS**

All proposals shall become the sole property of the CAA and will not be returned.

### **OWNERSHIP OF SUBSEQUENT PRODUCTS**

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the CAA unless otherwise stated in the contract.

### **ORAL AGREEMENT OR ARRANGEMENTS**

Any alleged oral agreements or arrangements made by Proposers with the CAA or any State agency or employee will be disregarded in any CAA proposal evaluation or associated award.

### **ADDITIONAL REQUIREMENTS**

#### **Covenants Against Kickbacks**

1. For purposes of this subsection "Money" shall mean any cash, fee, commission, credit, and gift, and gratuity, thing of value or compensation of any kind.
2. For purposes of this subsection a "contract" means a written contract with the CAA or any other political subdivision of the State of Connecticut.
3. For purposes of this subsection a "Kickback" means any money, which is provided or is offered, as herein provided, for the purpose of obtaining or maintaining a contract or for rewarding favorable treatment in connection with any contract.
4. Proposer represents, warrants, covenants and agrees that neither Proposer nor its affiliates or any subcontractors (including any of their officers or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee or representative of the CAA. Proposer further warrants, covenants and agrees that neither Proposer nor its affiliates nor any subcontractors (including any of their officers or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of the CAA.

Please note: Failure to abide by the provisions of this section may, without additional notice, result in the immediate termination of any contract awarded.

### **OPM Iran Certification Form 7**

In accordance with Public Act No. 13-162, effective October 1, 2013, certification form entitled "OPM Iran Certification Form 7" (Form 7) must accompany any "Large State Contract" ("Large State Contract" has the same meaning as provided in section 4-250 of the Connecticut General Statutes). See definition below.

*"Large state contract" means an agreement or a combination or series of agreements between a state agency or a quasi-public agency and a person, firm or corporation, having a total value of more than **five hundred thousand dollars** in a calendar or fiscal year, for (A) a project for the construction, alteration or repair of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the procurement of supplies, materials or equipment, (D) a lease, or (E) a licensing arrangement. The term "large state contract" shall not include a contract between a state agency or a quasi-public agency and a political subdivision of the state.*

### **Other Pertinent Information**

All proposals received by the CAA will be subject to public disclosure following the completion of the evaluation and selection process as provided in the FOIA. Proposers should clearly identify any proprietary or confidential material or information they wish to have excluded from disclosure as provided by the pertinent statutes.

In addition all submissions will be reviewed for general responsiveness to the RFP. Completeness and creativeness of responses in the overall organization and presentation of the proposal for services will be evaluated.

### **Non-Discrimination Certification**

Proposer must provide certification that it does not discriminate against any employee or subcontractor based on race, religion, color, gender, age, physical condition, national origin or any other legally protected status and that it maintains an environment free from discrimination and harassment.

### **Contract**

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The CAA will pursue negotiations with the highest scoring Proposer. If, for some reason, the CAA and the initially selected Proposer fail to reach consensus on the issues relative to a contract, then the CAA may commence contract negotiations with other Proposers. The CAA may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in "Contract". The contract may include a liquidated damages clause at the discretion of the CAA.

**Right to Reject Proposals**

Submission of a proposal indicates acceptance by the responding firm of the conditions contained in this solicitation unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between the CAA and the responding firm selected.

**Reservations**

The CAA reserves:

The right to reject any or all proposals to serve the best interests of the CAA and its employees.

The right to negotiate with one or more Proposer when such action is deemed to be in the best interest of the CAA.

The right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

The right to cancel any agreement, if in its opinion, there is a failure by the Selected Proposer at any time to perform adequately the stipulations of the Scope of Work; or if there is any attempt to deceive the CAA or its employees; or if there is an attempt to willfully impose upon the CAA and its employees services which are, in the opinion of the CAA, of an unacceptable quality; or, if the Selected Proposer or its staff are found to have engaged in illegal or prohibited activities with respect to this agreement and the services provided or related activities.

**- END OF RFP -**