

Capitol Region Council of Governments (CRCOG)

REQUEST FOR PROPOSALS: NATURAL HAZARDS MITIGATION PLANNING SERVICES FOR THE CAPITOL REGION

Proposal Deadline

SUBMITTALS MUST BE RECEIVED BY:
Thursday, August 10, 2017
2:00 p.m. EST

Submit Proposals to:
Capitol Region Council of Governments
241 Main Street, Fourth Floor
Hartford, CT 06106

I. INTENT

The Capitol Region Council of Governments (CRCOG) intends to hire a consultant to provide services to undertake and complete an update to the *2014-2019 Capitol Region Natural Hazards Mitigation Plan Update*. Funding for this project is provided by the Connecticut Department of Emergency Services and Public Protection (DESPP), Division of Emergency Management and Homeland Security (DEMHS) through a sub-grant from the Federal Emergency Management Agency's (FEMA) Pre-Disaster Mitigation (PDM). Funding is also provided through a matching grant from the University of Connecticut's Connecticut Institute for Resiliency and Climate Adaption (CIRCA). Additional project support will be provided by CRCOG and municipal staff. The consultant will be utilized to provide technical services to CRCOG for the preparation, completion, submittal, and approval by FEMA of an updated Multi-jurisdictional Natural Hazards Mitigation Plan for the Capitol Region.

CRCOG will procure consultant services in accordance with the established policy of CRCOG and requirements of the DEMHS terms and conditions of the grant award. The project will commence upon selection of a consultant and issuance of a notice to proceed.

II. INTRODUCTION/BACKGROUND INFORMATION

The Capitol Region Council of Governments (CRCOG) is the largest of Connecticut's nine regional planning organizations. We are established under the Connecticut General Statutes as a voluntary association of municipal governments serving the City of Hartford and 37 surrounding communities. In 2014, due to a reorganization of regional planning agencies by the State of Connecticut, CRCOG grew from 30 member municipalities representing over 770,000 residents in an 806 square mile area to its current 38 municipalities, representing nearly one million residents in a 1,047 square mile area. Our *2014-2019 Capitol Region Natural Hazards Mitigation Plan Update* covered the 30 town region which was in place before the reorganization of regional agencies and included the municipalities of Andover, Avon, Bloomfield, Bolton, Canton, East Granby, East Hartford, East Windsor, Ellington, Enfield, Farmington, Glastonbury, Granby, Hartford, Hebron, Manchester, Marlborough, Newington, Rocky Hill, Simsbury, Somers, South Windsor, Stafford, Suffield, Tolland, Vernon, West Hartford, Wethersfield, Windsor and Windsor Locks. Four of the eight municipalities which joined CRCOG in 2014 (Berlin, New Britain, Plainville and Southington) have approved Natural Hazards Mitigation Plans which are part of the *Hazard Mitigation Plan For the Former Central Connecticut Region, 2016-2021 Update*. The other four new member municipalities (Columbia, Coventry, Mansfield and Willington) have approved Natural Hazards Mitigation Plans which are part of the *Hazard Mitigation Plan Update, 2015: A Multi-jurisdictional Plan for the former Windham Region Council of Governments (WINCOG) Towns of Columbia, Coventry, Lebanon, Mansfield, Willington, and Windham*. Our goal for this upcoming update to the *2014-2019 Capitol Region Natural Hazards Mitigation Plan Update* is to not only ensure that the 30 "core" communities have an approved NHMP prior to the expiration of the current plan in 2019, but to also integrate the plans of our eight new communities into this update, thus ensuring that all member communities of CRCOG are represented in the regional plan. The *2014-2019 Capitol Region Natural Hazard Mitigation Plan Update* expires in December of 2019; the *Hazard Mitigation Plan Update, 2015: A Multi-jurisdictional Plan for the Former Windham Region Council of Governments* expires in January of 2021; and the *Hazard Mitigation Plan for the Former Central Connecticut Region, 2016-2021 Update* expires in September 2021.

III. CONSULTANT SCOPE OF WORK

Respondents to this RFP will represent a firm, company, team, or individual possessing experience and expertise in preparing FEMA-approved Natural Hazards Mitigation Plans, assessing risk from natural hazards, conducting public outreach, working with municipal officials, and the professional standards thereof, to undertake and successfully complete the scope of work as outlined in this RFP. Respondents should be prepared to demonstrate a strong hazards mitigation planning background and be able to undertake a planning process involving 38 municipalities which results in a FEMA-approved NHMP by mid-2019.

The following is a description of project tasks to be undertaken by the chosen planning consultant:

1. Planning Process

- a. Review the existing NHMPs for the region (*2014-2019 Capitol Region NHMP Update, the 2016-2021 Hazard Mitigation Plan for the Former Central Connecticut Region, and the Hazard Mitigation Plan Update 2015 for the Former Windham Region Council of Governments*) and the associated FEMA Final Review Tools. The consultant will integrate and update materials from these documents into the planning process and plan document. (These documents are available at: <http://crcog.org/2016/05/30/natural-hazards-mitigation-planning/>.)
- b. Coordinate with CRCOG on community outreach and involvement. CRCOG will assist in these efforts including helping to prepare mailing lists and identify municipal project contacts and other stakeholders.
- c. The consultant will schedule (with CRCOG assistance) and run meetings in each of the thirty-eight (38) municipalities to solicit input from the public and municipal officials. The consultant will use the information obtained from these meetings regarding community vulnerabilities, critical facilities and capabilities; status of projects listed in current NHMPs; and community input to inform the planning process and integrate into the plan document.
- d. The consultant will assist CRCOG with preparing project updates to be reported to CRCOG Policy Board, CREPC, CT DEMHS and on CRCOG NHMP webpage and Get Ready Capitol Region website. (The consultant also will assist CRCOG with the timely preparation of quarterly progress reports to DEMHS. Such reports are a condition of the grant award. CRCOG will submit the quarterly reports to DEHMS.)
- e. The consultant will assist CRCOG with other public outreach efforts to include outreach to print and broadcast media with press releases, use of social media and updated email lists, and development of flyers to increase involvement in and awareness of the plan update process and public understanding of the impacts of climate change and natural hazards on our communities. Our participating municipalities will be asked to assist with outreach efforts in their communities.
- f. The consultant will undertake an electronic survey/questionnaire to obtain public input and inform the project.
- g. The consultant will schedule and organize (with CRCOG assistance) planning workshops/meetings of the ESF 5 e - Emergency Management which will serve as the planning workgroup. These meetings will include additional municipal officials and representatives. At least one meeting will focus on hazards and vulnerabilities and at least one meeting will focus on mitigation strategies. We anticipate inviting, with the

assistance of CIRCA, experts from the University of Connecticut to present on cutting-edge research on these topics pertinent to our inland region or otherwise integrate such research into the planning process.

- h. The consultant will schedule (with CRCOG assistance) and run a minimum of one public meeting to gather additional input prior to submitting the draft plan to DEMHS and FEMA for review and approval.
 - i. The consultant will include documentation of public outreach and involvement efforts in the plan document.
 - j. Assist municipal officials with required municipal updates. As needed, the consultant will assist municipal staff and elected officials with preparing and understanding updates required for the plan. The consultant will meet with, and answer questions from, municipal officials and staff as needed. It is anticipated that at least one meeting per town will be necessary. CRCOG will assist with this task as well. (See Task 1.c. above.)
- 2. Hazard Analysis and Risk Assessment.** The consultant will perform analyses of natural hazards, vulnerabilities, capabilities, demographic, economic, and other data. The consultant will undertake local and regional capability and risk assessments. As needed, the consultant will gather and analyze data to support the updated plan document. The consultant will incorporate previous data and research from current NHMP plans for communities in the Capitol Region including the types, frequency and severity of hazard events as well as additional research available from CIRCA experts and the consultant's own data gathering and analysis efforts. Additional data to be gathered includes types and numbers of structures and facilities (including new and future planned development, facilities and infrastructure) as well as populations that could be affected by hazard events and estimates of potential dollar losses for each profiled hazard. The consultant will undertake and document the results of HAZUS analyses for the 38-town region and individually for the 30 core municipalities, as well as for the eight new municipalities, if needed. The hazards to be profiled are those identified in the current Connecticut Natural Hazards Mitigation Plan Update plus any additional hazards identified for a specific municipality(ies). As needed, the consultant will prepare maps and other visual aids illustrating locations, extent, occurrences, and/or probability of future hazard events and exposures; vulnerable populations; critical facilities; and other salient factors.
- 3. Assess Status of and Update Mitigation Strategies**
- a. The consultant will work with all 38 municipalities including the eight new member towns to document the progress made on municipal mitigation actions identified in the *2014-2019 Capitol Region NHMP Update*, the *2016-2021 Hazard Mitigation Plan for the Former Central Connecticut Region*, and the *Hazard Mitigation Plan Update 2015 for the Former Windham Region Council of Governments*. The consultant will also work with CRCOG to document progress made on regional mitigation actions listed in the current Capitol Region NHMP.
 - b. The consultant will help stakeholders from each participating community to formulate mitigation strategies to address local vulnerabilities and risks. The consultant will assist the 30 core towns in evaluating the goals, objectives and mitigation strategies identified in the current Capitol Region NHMP including consideration of changes in local development, progress made on implementing current mitigation actions, and changes in local priorities. The consultant will also assist each municipality in

- updating action plans that identify and prioritize mitigation activities which can be achieved within the plan's upcoming five year period and which are aimed at achieving long-term hazard reduction goals. Each mitigation action will include an implementation timeframe, a lead department, priority, status, and potential funding source(s). The consultant will also assist CRCOG in evaluating the current regional mitigation strategy to identify any revisions which may be needed in the efforts CRCOG will undertake in the next planning period to advance the region's capabilities to reduce risk and losses from natural hazards. The consultant should encourage stakeholders to consider a comprehensive range of mitigation actions including structural and non-structural and green infrastructure to help improve local and regional resiliency.
- c. Perform basic benefit-cost analysis and prioritization of municipal projects. Following FEMA guidance, the consultant will prepare a basic benefit-cost analysis of each of the mitigation projects to be included in the plan. The benefit-cost analysis should be based on the STAPLEE evaluation process recommended in FEMA's *Developing the Mitigation Plan: Identifying Mitigation Actions and Implementation Strategies* (April 2003) and *Using Benefit-Cost Review in Mitigation Planning* (May 2007). The consultant will assist the municipalities in prioritizing their mitigation projects.
4. **Prepare draft plan.** The consultant will prepare and revise, as necessary, a draft plan for CRCOG, municipal, and public review. The consultant will ensure that the plan meets current FEMA requirements for Natural Hazards Mitigation Plans and includes an executive summary. The consultant will integrate the individual municipal plans/annexes from the three NHMPs covering the 38-town Capitol Region into a single plan document. Maps and visual aids should be included in the updated plan document and used for public outreach. Both regional (covering the 38 municipalities in the Capitol Region) and individual municipal maps will need to be prepared. Regional summary tables shall include all 38 towns currently in the Capitol Region. The consultant will assist CRCOG in preparing narratives and a short report summarizing use of CIRCA resources to inform public outreach/community engagement, hazards and vulnerability analyses, and mitigation strategy development efforts. These documents will be incorporated into the natural hazards mitigation plan. *CRCOG anticipates the draft will be completed and ready for local review by July 2018.*
5. **Prepare final document for submission to DEMHS and FEMA.** Following local review, the consultant will revise the plan where necessary. The consultant will prepare a final document in conformity with FEMA requirements and will prepare the plan review tool. CRCOG anticipates a lengthy review process and encourages the consultant to consider this when drafting a proposed schedule. *CRCOG anticipates the draft will be completed and ready to submit to DEMHS by November 2018 and to FEMA by January 2019.*
- a. **Submit draft plan to the State for review.** The consultant will assist CRCOG with submitting the draft plan to the CT DEMHS for review.
 - b. **Submit draft plan to FEMA for review and to seek Approval Pending Adoption.** The consultant will assist CRCOG with submitting the draft plan to FEMA for review, following FEMA requirements.
 - c. **Revise the updated plan.** It is anticipated that at least one round of comments will be received from FEMA/DEMHS. The consultant will review feedback from FEMA and DEMHS and incorporate any required revisions into the plan.
 - d. **Resubmit the plan.** The consultant will assist CRCOG with submitting the revised

plan to FEMA.

6. **Adoption, Final Approval and Distribution of Final Plan.** The consultant will assist CRCOG with drafting a resolution for each of the 38 municipalities to pass, officially adopting the plan. Such draft resolution will be included with the draft plan sent to FEMA. The consultant and CRCOG will attend municipal meetings as needed to ensure passage. The consultant may be asked to answer questions from municipal officials prior to passage of the resolution. Upon municipal adoption, the consultant will assist CRCOG in submitting resolutions to FEMA for final plan approval. Upon FEMA's final plan approval, the consultant will prepare a minimum of 80 copies of the final plan for distribution to municipalities and other stakeholders.

IV. PROJECT SCHEDULE

The Consultant should be prepared to enter into a contract and begin work as directed by CRCOG in **late September 2017**. It is anticipated that the contracted services as described in this RFP will be completed by **July 31, 2019. All work must be completed by August, 2019.**

V. PROPOSAL REQUIREMENTS

A. Submission

Sealed proposals, in accordance with the format prescribed below, will be received at the Capitol Region Council of Governments, located at 241 Main Street, Hartford, CT 06106, **until 2:00 p.m. EST, Thursday, August 10, 2017.** Any responses received after the advertised opening date and time shall be rejected. Envelopes must be clearly marked "Natural Hazards Mitigation Planning Services for the Capitol Region" to ensure that they are recorded in connection with the correct solicitation. Respondents are required to provide one (1) signed original and five (5) copies of their response, including all supporting documentation, as well as a CD or flash drive containing an exact copy of all requested materials.

Note that the submission of any proposal indicates acceptance by the respondent of the terms and conditions contained herein, unless otherwise specifically noted in the proposal itself and confirmed in resulting contracts.

B. Questions

General inquiries concerning the Request for Proposals must be made to:

Lynne Pike DiSanto
CRCOG
241 Main Street, 4th floor
Hartford, CT 06106
860-522-2217, ext. 211

However, no oral interpretations shall be made to any respondent as to the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the address above, **faxed to (860) 724-1274 attention Lynne Pike DiSanto, or emailed to lpikedisanto@crcog.org.** To receive consideration, such questions must be received by **2:00 p.m. on Wednesday, July 26, 2017.**

CRCOG's staff will arrange as addenda, which shall be made a part of this RFP and any resulting contracts, all questions received following the above procedure and the decisions regarding each. By **Friday July 28, 2017** CRCOG will post a copy of any addenda to CRCOG's website, located at www.crcog.org. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the agency's website.

A **VOLUNTARY pre-proposal conference** will be held on **Tuesday, July 25, 2017 at 2:00 p.m.** E.D.T. The conference will be held in CRCOG's offices at 241 Main Street, 4th Floor, Hartford, CT.

C. Proposal Format

Respondents must submit complete responses to all of the information requested. Respondents who do not respond to the entire content of the RFP may be disqualified. Proposals should identify the Consultant's hazard mitigation planning approach, tasks, types and sources of information to be collected, and staff expected to be involved in the work. The proposal should also note how the plan and supporting information will be presented to CRCOG, municipal officials, and state and federal agencies.

Written proposals should include, at a minimum, the following information in the order requested:

1. **Cover Letter.** A letter signed by an officer of the firm or individual, binding the respondent to all of the commitments made in the proposal. The cover letter should be addressed to Lynne Pike DiSanto, Capitol Region Council of Governments, 241 Main Street, Hartford, CT 06106.
2. **Contact Information.** The name, address and contact person of the respondent submitting the proposal. Please include telephone and fax numbers, as well as email and website addresses.
3. **Statement of Qualifications and Experience.** Additional information can be in narrative form.
 - a. Give the respondent's professional history, background and relevant experience.
 - b. The name(s), business address, phone number, e-mail address of firms and individuals proposed to participate in all tasks identified in the scope of work.
 - c. The background, education and relevant experience of all team members proposed to participate in all tasks identified in the scope of work. The principal in charge and project manager shall be identified along with the roles of other significant project participants.
 - d. Experience with natural hazards mitigation planning, and particularly with multi-jurisdictional natural hazards mitigation planning. Provide a minimum of three references for similar work, giving the name of the project, description of project, project period, and project cost and links to plan documents. (Include the names of clients, primary contact person and phone number). The references should include FEMA-approved Natural Hazards Mitigation Plans completed in the last 5 years, which demonstrate the respondent's ability to prepare a plan that meets current FEMA requirements.
4. **Scope of Work.** Proposed approach to the scope of work including an assessment of what needs to be done to undertake and complete a multi-jurisdictional natural hazards mitigation

plan. The statement of approach should show that the consultant has experience with each task in the scope of work (See Section III, Consultant Scope of Work).

5. **Project Schedule.** Proposed project schedule in accordance with basic requirements of this RFP, as stated in Section III above.
6. **Fee Proposal.** The fee proposal shall include costs associated with the delivery and provision of finished product(s), and costs associated with carrying out all tasks specified in Section III Consultant Scope of Work, contained in this RFP. The fee proposal should include:
 - a. A complete rate schedule and pricing for staff to be utilized in this project.
 - b. Total costs per task, itemizing personnel, subcontractors and direct expenses (such as travel, printing, etc.).
 - c. Total costs for the project, itemizing personnel, subcontractors, and direct expenses.
7. **Proposed Subcontractors.** The successful respondent will assume sole responsibility for the complete project as required in this RFP. CRCOG will consider only one individual/firm/company as the sole point of contact with regard to contract matters, whether or not subcontractors are used for one or more parts of this project. Respondents who intend to subcontract one or more elements of this project to other firms/individuals shall identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the respondent's statement of qualifications. Subcontractors may not be substituted, nor any portions of the contract assigned to other parties, after contract award without the written consent of CRCOG.

The successful respondent may utilize the services of specialty subcontractors on those portions of the work that under normal contracting practices are performed by specialty subcontractors. The successful respondent shall be fully responsible to the Capitol Region Council of Governments for the performance, finished products, acts, and omissions of its subcontractors and persons directly or indirectly employed thereby. CRCOG will not pay an administration fee to the prime contractor for any subcontracted work.
8. **Insurance Documents.** Documentation of insurance coverage required under Section X of this Request for Proposals.
9. **Response Page.** See ATTACHMENT A.
10. **Non-Collusion Statement.** See ATTACHMENT B.
11. **Equal Employment Opportunity and Minority/Female Business Enterprise Certification Form.** See ATTACHMENT C.

VI. SELECTION CRITERIA

CRCOG desires to award a contract to the respondent who demonstrates the ability to provide the highest quality service within the approximately \$330,000.00 available budget. To accomplish this goal, CRCOG's criteria for selection will include, but not be limited to:

- Understanding of Desired Scope of Work and Proposed Approach
- Proven, Relevant Experience of the Firm
- Experience, Expertise and Qualifications of Personnel to be Assigned to the Project
- Quality of responses from relevant references and past performance in terms of quality of work and the timeliness of the accomplishment
- Fee Proposal including overall cost of services and the cost effectiveness of the proposal.
- Completeness of Response to RFP

Additional criteria to be considered include the following:

- Hazard mitigation planning experience.
- Knowledge of current FEMA requirements for Multi-jurisdictional Natural Hazards Mitigation Plans.
- Experience in preparing FEMA-approved Natural Hazards Mitigation Plans.
- Technical expertise in preparing maps and performing GIS and HAZUS analyses.
- Experience in working with municipal staff to solicit potential mitigation projects for inclusion in a Natural Hazards Mitigation Plan.
- Other relevant factors that would have an effect on the respondent's ability to satisfactorily complete the work and secure approval and adoption of the plan within the stipulated time period including staff resources committed to the project.

Based upon the evaluation of proposals submitted, CRCOG intends to select finalists who may be required to make formal presentations before a review committee regarding their qualifications, project approach, and ability to provide the required services to best serve the needs of CRCOG.

CRCOG and the review committee may elect to negotiate with the top ranked respondents and to accept modifications to the proposed scope of services and/or price when such action is in the best interest of the participants to do so. Additional clarifying information may be requested to aid in the decision-making process.

VII. PROCUREMENT SCHEDULE: SUMMARY OF KEY DATES

The following schedule has been prepared for this RFP process. Note that project constraints may cause the evaluation and selection related dates noted below to change.

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|----------------------------------------|--------------------------------------|
| RFP Release Date: | Thursday, July 13, 2017 |
| Pre-proposal Conference (optional): | Tuesday, July 25, 2017 at 2:00 pm |
| RFP Questions Due to CRCOG: | Wednesday, July 26, 2017 by 2:00 pm |
| Answers/Addendum Posted: | Friday, July 28, 2017 |
| Proposals Due: | Thursday, August 10, 2017 at 2:00 pm |
| Proposal Evaluations: | August 14 – August 23, 2017 |
| Interviews: | Week of August 28, 2017 |
| Notification of Successful Respondent: | September 2017 |

VII. ADDITIONAL TERMS AND CONDITIONS

Compliance with Applicable Laws

The successful consultant shall comply with all applicable federal, state and local laws and regulations as may be applicable. The project will result in a FEMA-approved Multi-jurisdictional Natural Hazards Mitigation Plan. The consultant must take into account compliance with all regulations applicable to such plans, and will also be subject to the Terms and Conditions of the PDM grant. Respondents are advised to review all applicable federal and state regulations prior to submitting a proposal.

The firm also agrees that it will hold CRCOG and its member municipalities harmless and indemnify CRCOG and its member municipalities from any action which may arise out of any act by the firm concerning lack of compliance with these laws and regulations.

Project Funding

Work performed as part of this contract will be funded through the Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security (DEMHS) through a sub-grant from the Federal Emergency Management Agency's (FEMA) Pre-Disaster Mitigation (PDM) program. Additional funding to support the project is available through a grant from the University of Connecticut's Connecticut Institute for Resilience and Climate Adaptation (CIRCA). All work is contingent on adequate funding from DEMHS and CIRCA.

The consultant further agrees to all conditions contained within the grant contract between CRCOG and the Connecticut DESPP/DEMHS (available at: <http://ww.crcog.org/rfprfq>) as well as FEMA's requirements for Multi-jurisdictional Natural Hazards Mitigation Plans.

Ownership of Proposals/Freedom of Information

All proposals submitted in response to this RFP are to be the sole property of CRCOG and shall be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information). Reports and materials developed by the successful respondent under a contract that may result from this RFP are considered public information and may not be copyrighted.

Copies of information resulting from this RFP are generally not available until a contract has been formally awarded. Please note that financial statements or other similar information submitted with such response may remain confidential, to the extent permitted by law, if provided in a separate envelope clearly marked "Confidential".

Incurred Costs

This request for proposals does not commit the Capitol Region Council of Governments to award a contract or to pay any costs incurred in the preparation of a response to this request. The Capitol Region Council of Governments will not be liable in any way for any costs incurred by respondents in replying to this RFP.

Severability

If any terms or provisions of this Request for Proposal shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

Oral Presentation

Respondents who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Capitol Region Council of Governments. This provides an opportunity for the respondent to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiation. The Capitol Region Council of Governments will schedule the time and location of these presentations. Oral presentations are an option of the Capitol Region Council of Governments and may or may not be conducted.

Subcontracting

The successful respondent may utilize the services of specialty subcontractors on those portions of the work that under normal contracting practices are performed by specialty subcontractors. The successful respondent shall not award any portion of the work to a subcontractor without **prior written approval** of the Capitol Region Council of Governments. The acceptance of any and all subcontractors shall reside with the Capitol Region Council of Governments, and the Capitol Region Council of Governments decision shall be final. The successful respondent shall be fully responsible to the Capitol Region Council of Governments for the performance, finished products, acts, and omissions of his subcontractors and persons directly or indirectly employed thereby.

Assigning/Transferring of Agreement

Any successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from the Capitol Region Council of Governments.

Amending or Canceling Request

CRCOG reserves the right to amend or cancel this RFP, prior to the due date and time, if it is deemed to be in its best interest to do so. The Capitol Region Council of Governments reserves the right to decide not to consider any or all of the firms submitting information in response to this request.

Waiver of Informalities

The Capitol Region Council of Governments reserves the right to accept or reject any and all responses to this Request for Proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in its best interest.

Collusion

By submitting a proposal, the respondent implicitly states: that his/her proposal has not been made in connection with any other competing respondent submitting a separate response to this RFP; is in all respects fair; and has been submitted without collusion or fraud. It is further implied that the respondent did not participate in the RFP development process, had no knowledge of the specific contents of the RFP before its issuance, and that no employee of CRCOG either directly

or indirectly assisted in the vendor's proposal preparation. Respondent firms will be required to sign the certificate incorporated in this RFP (see Attachment B) relative to non-collusion.

Termination

CRCOG may terminate any contract(s) or any part of any contracts resulting from this process at any time for: cause, default or negligence on the part of the selected respondent; or if the selected respondent fails, in the opinion of CRCOG, to meet the general terms and conditions of any resulting contract or to provide a level of service that is deemed to be in the best interest of CRCOG.

Ethics

The conduct of any contracted consultant shall be subject to the CRCOG Ethics Policy (found online at: <http://ww.crcog.org/rfprfq>).

Affirmative Action

The Capitol Region Council of Governments, through its policies on Equal Employment Opportunity and Affirmative Action, pledges its support and cooperation to private and public agencies that are promoting public policy in this vital area of human relations. Respondent firms will be required to sign the certificate incorporated in this RFP (see Attachment C) relative to Equal Employment Opportunity and Minority/Female Business Enterprise and return it with their response.

Insurance Requirements

The consultant (CONSULTANT) shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage prior to the execution of an Agreement. Failure to maintain insurance coverage as required and to name the Capitol Region Council of Governments and CRCOG member municipalities as the Additional Insured will be grounds for termination of the contract. In addition:

- A. The insurance requirements shall apply to all subcontractors and/or consultants.
- B. All policy forms shall be on the occurrence form. Exceptions must be authorized by CRCOG unless the coverage is for Professional Liability where the common form is claims made.
- C. Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
- D. All renewal certificates shall be furnished at least 10 days prior to policy expiration.
- E. Each certificate shall contain a 30 day notice of cancellation.
- F. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-" policy holders rating according to Best Publications latest edition Key Rating Guide.

Required insurance coverage:

- A. **Comprehensive General Liability**, including Contractual Liability as applicable, with limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$2,000,000 bodily injury aggregate per policy

year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$2,000,000 property damage aggregate per policy year. All, if any, deductibles are the sole responsibility of the consultant to pay and/or indemnify.

- B. Automobile Liability Insurance** including non-owned and hired vehicles in the same limits as indicated above.
- C. Workers' Compensation Insurance** at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
- D. Excess Liability Umbrella Form** over sections A, B, and C -Employers' Liability with limits up to \$4,000,000.
- E. Professional Liability Insurance** with limits up to \$2,000,000 aggregate limit issued on claims made basis for the term of the contract and continuing for two years following the completion of the contract at the CONSULTANT's cost.
- F.** The Capitol Region Council of Governments and CRCOG member municipalities shall be named as Additional Insured as their interest may appear on the appropriate coverage in sections A, B, and C--Employers' Liability and D in the section reserved for comments on the ACORD Form insurance certificate.

Hold Harmless and Indemnification

In addition to its obligation to provide insurance as specified above, the CONSULTANT, its subcontractors, agents and assigns shall indemnify and hold harmless the Capitol Region Council of Governments and its member municipalities, including but not limited to, its elected officials, and its officers, from any and all claims made against the CRCOG, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in performance of services by the CONSULTANT during the CONSULTANT's performance of this Agreement or any other Agreements of the CONSULTANT entered into by reason thereof. CRCOG agrees to give the CONSULTANT prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

Additional Terms and Conditions

1. The firm assigns to CRCOG all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the consultant is awarded the contract.
2. The firm agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The firm also agrees that it will hold CRCOG and its member municipalities harmless and indemnify CRCOG and its member municipalities from any action which may arise out of any act by the firm concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.
3. The contract arising from the RFP is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of

P.A. 91-58 Nondiscrimination Regarding Sexual Orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

4. The contract arising from the RFP may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes. Incorporated by reference into the resulting contract is Section 4-61dd (g) (1) and 4-61dd (3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

ATTACHMENT A

RESPONSE PAGE

**Capitol Region Council of
Governments
REQUEST FOR PROPOSALS**

**DATE ADVERTISED:
July 13, 2017**

**DATE / TIME DUE: Thursday, August 10, 2017
2:00 p.m. EST**

NAME OF PROPOSAL

**Natural Hazards Mitigation Planning Services For
The Capitol Region**

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number / Fax Number

E-mail Address/Website

SS # or TIN#

ATTACHMENT B

CAPITOL REGION COUNCIL OF GOVERNMENTS

NON-COLLUSION STATEMENT

The company responding to this Request for Proposals certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this response must be signed by an authorized agent of our company to constitute a valid response.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____

ATTACHMENT C

**CAPITOL REGION COUNCIL OF GOVERNMENTS
EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY/FEMALE
BUSINESS ENTERPRISE CERTIFICATION FORM**

The undersigned certifies that _____ is an
(Name of Company)
Equal Opportunity Employer and is in compliance with federal and State rules and regulations
pertaining to Equal Employment Opportunity and Affirmative Action.

(Respondent's Signature)

IF APPLICABLE:

The undersigned also certifies that _____
(Name of Company)

is a Minority/Female Business Enterprise and is in compliance with federal and state rules and
regulations pertaining to Minority/Female Business Enterprise designations.

(Respondent's Signature)

_____ (Today's Date)