

Capitol Region Council of Governments (CRCOG)

REQUEST FOR PROPOSALS: NEXT STEPS IN ENGAGING ANCHOR INSTITUTIONS AND NEIGHBORHOODS IN TRANSIT-ORIENTED DEVELOPMENT

Proposal Deadline

**SUBMITTALS MUST BE RECEIVED BY:
November 29, 2017
4 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 apply best practices that were developed for engaging anchor institutions, government and community organizations in the *CTfastrak* corridor to the *CTrail*-Hartford Line and *fastrak*East corridors, in order to help build mutually beneficial relationships that can spur TOD and economic growth in the region.

CRCOG will procure consultant services in accordance with the established policy of CRCOG and requirements of the OPM terms and conditions of the grant award that is funding this project. 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.

Key components of the region's transportation system are its major transit corridors, the newest of which are the *CTrail* Hartford Line and the *CTfastrak/fastrak*East system. From 2010 – 2013, CRCOG worked on a transit-oriented development market analysis for the *CTrail* Hartford Line and *CTfastrak* corridors called, [Making it Happen: Opportunities and Strategies for Transit-Oriented Development in the Knowledge Corridor](#). One of the primary action steps outlined in that analysis was to engage anchor institutions in conversation and collaboration to better understand - from their perspective - their role in transit-oriented development efforts and to encourage them to focus any expansion plans in the region's transit corridors. As a first step toward fulfilling that action, CRCOG led a study in 2016 to determine the best practices for engaging anchor institutions. In tandem with that effort, CRCOG held a forum on Anchor Institutions, Neighborhood Involvement and the Innovation Economy in June 2016, bringing in experts in the study of anchor institutions to discuss their insights and begin a regional conversation amongst thought leaders in this area. The results of this initial work – embodied in a report entitled, [Building Corridors of Opportunity: Best Practices for Engaging Anchor Institutions and Neighborhoods](#) - provided the recommendations that laid the groundwork for the following scope of work for this RFP.

As outlined below, CRCOG aims to develop tools to communicate transit-oriented development opportunities to anchor institutions, analyze and address barriers to transit-oriented development by identifying tools and resources to do so, and to inventory key anchor institutions and neighborhood organizations and introduce them to the findings of the best practices research conducted previously. Ultimately, CRCOG would like to conclude this work by fully understanding how to communicate the benefits of transit-oriented development to key institutions in the region and by seeing stronger relationships between anchor institutions around their common interest in the region's transit corridors.

III. CONSULTANT SCOPE OF WORK

Respondents to this RFP will represent a firm, company, team, or individual possessing experience and expertise in economic and transit-oriented development, communications, marketing and community engagement, 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 communications and community engagement background and be able to undertake and complete this project by February 2019.

The following is a description of project tasks included in this project. Please note that *tasks in italicized font* will be undertaken by CRCOG in close coordination with the tasks to be completed by the chosen consultant:

1. **Create Tools to Communicate Transit Oriented Development Opportunities**

a) **Create communication materials that articulate vision of high level-opportunities**

- i. Articulate opportunities provided by BRT and rail service in corridors
 1. Define BRT and Rail Service provided, including hourly service to NYC and potential future linkages to Boston
 2. How transit accessibility improves community vitality and desirability
 3. Highlights of benefits articulated in Best Practices Study
- ii. Estimated jobs with transit access
- iii. Development opportunities in station areas—what are benefits to employers and employees?
- iv. *High level mapping of key assets that exist now in the corridors, to help visualize how these assets can be linked for the benefit of businesses and neighborhoods:*
 1. *Educational institutions*
 2. *Health care institutions*
 3. *Arts and culture institutions*
 4. *Manufacturing*
 5. *Government offices*
 6. *Key community resources—civic, recreational, etc.*
- v. From focus group discussion in Task 3, identify overarching development goals that might mutually benefit anchor institutions, community organizations, and municipalities

Deliverables:

- Communication materials to present results of high-level opportunities analysis to anchor institutions, neighborhood organizations, and other interested parties
- *Asset mapping to advance strategic branding of corridor*

b) **Create communication materials that articulate opportunities for specific industry sectors**

- i. Target industry sectors: Education, Health Care, Arts and Culture, Manufacturing, Government
- ii. Articulate opportunities provided by BRT and rail service to specific industry
- iii. Highlights of benefits articulated in Best Practices Study
- iv. Industry-specific development opportunities in station areas—what are benefits to employers and employees? From Task 2.a, include information on how TOD can help address barriers to recruiting and retaining talent in specific industry.
- v. What related industries and assets located in the corridors could support your industry goals or help you attract employees

Deliverable:

- Communication materials to present results of industry-specific opportunities analysis to anchor institutions, neighborhoods, and other interested parties

c) Develop recommendations and strategy on how to present this information to decision-makers

Deliverable:

- Memo: Recommendations and Strategy for Sharing Communication Materials with Anchor Institutions, Neighborhood Organizations and Other Interested Parties

2. Analyze Barriers to Talent Recruitment and Retention, Barriers to TOD, and Tools/Resources to Address Barriers

a) Barriers to recruiting and retaining talent necessary for business growth and retention, and how TOD can help address barriers

- i. Conduct interviews with human resource professionals in targeted industries (Education, Health Care, Arts and Culture, Manufacturing, Government) to understand the challenges these industries are facing in recruiting and retaining talent
- ii. Conduct outreach to millennials to obtain their perspective on problem
- iii. Explain how TOD can help address one or more of the identified barriers

Deliverables:

- Summary of input received through interviews with human resource professionals and millennials
- Memo: How TOD Can Help Address Barriers to Recruiting and Retaining Talent

b) Strategies for encouraging TOD in weak markets (eg. New Britain, Hartford, and other station areas)

- i. Review existing market analyses (CRCOG, CTDOT, municipal), and interview municipal officials and developers for their perspectives on this issue
- ii. Conduct research on possible strategies to address this barrier

Deliverable:

- Memo: Strategies for Encouraging TOD in Weak Market Areas

c) Summary of Tools and Resources to Support TOD

- i. From existing documents and research, create a concise summary of tools and resources (planning and financial) to support TOD

Deliverable:

- Summary of Tools and Resources to Support TOD

3. For CTrail-Hartford Line and fastrakEast Corridors--Inventory Key Anchor Institutions and Neighborhood Organizations, and Introduce Them to The Findings of the Best Practices Research

- a) *Inventory and mapping of anchor institutions and major employers within .5 mile of the selected station areas. This task will include analysis and mapping of employment related to these institutions, including journey to work data, if available. Coordinate with research of CTDOT, and the Connecticut Center for Advanced Technology (CCAT) project linking manufacturing jobs to CTfastrak. Incorporate mapping from previous Best Practices Study.*
- b) *Identification of other anchor institutions that may not yet be located in station areas, but could be involved in helping to make a market for TOD, such as the CT State agencies (relocation of state offices), the Capitol Region Education Council (siting of magnet schools), municipalities (siting of new libraries or recreation centers), etc.*

- c) **Conduct Individual and/or small group meetings with the leadership of selected anchor institutions and neighborhood organizations to:**
 - i. Inform them of the findings and recommendations of the **Best Practices Study** and new **Opportunities Analysis** completed through this grant;
 - ii. Provide preliminary input on whether or not TOD is part of their current business and neighborhood planning
 - iii. Identify development goals that would mutually benefit anchor institutions, community organizations, and municipalities
 - iv. Also conduct follow-up meetings with anchors/organizations in the **CTfastrak** corridor who may not have been reached through the prior study.

To be completed by consultant and CRCOG

Deliverables:

- Anchor Institutions Mapping for CTrail, CTfastrak, and fastrakEast
- Summary of input received at focus group meetings with anchors and neighborhood organizations

IV. PROJECT SCHEDULE

The Consultant should be prepared to enter into a contract and begin work as directed by CRCOG in **January 2018**. It is anticipated that the contracted services as described in this RFP will be completed by **February 28, 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, **November 29, 2017 by 4 PM**. Any responses received after the advertised opening date and time shall be rejected. Envelopes must be clearly marked “Next Steps in Engaging Anchor Institutions and Neighborhoods in Transit-Oriented Development” 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:

Emily Hultquist
CRCOG
241 Main Street, 4th floor
Hartford, CT 06106
860-522-2217

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 Emily Hultquist, Principal Planner & Policy Analyst or emailed to ehultquist@crcog.org**. To receive consideration, such questions must be received by **November 9, 2017**.

CRCOG’s staff will arrange 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 **November 13th, 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 **November 3rd, 2017 at 2 PM E.S.T.** The conference will be held in CRCOG’s offices at 241 Main Street, 4th Floor, Hartford, CT. A call-in number will be posted on the CRCOG website for those who cannot attend in person.

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 respondent's approach to the scope of work, and staff expected to be involved in the work.

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 Emily Hultquist, 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 communications, marketing and branding of concepts such as transit-oriented development, and experience with engaging anchor institutions in discussions of these topics. 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 statement of qualifications should demonstrate the respondent's ability to engage key players around a concept such as transit-oriented development or community development.
4. **Scope of Work.** Proposed approach to the scope of work including an assessment of what needs to be done to undertake and complete the next steps toward engaging anchor institutions and other stakeholders that are outlined in the scope of work. 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.

12. **Organizational Conflict of Interest Statement.** See ATTACHMENT D.

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 \$146,000 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:

- Communications, branding, marketing and outreach experience.
- Knowledge of transit-oriented development in both commuter rail and bus rapid transit contexts.
- Understanding of anchor institutions and their vital role in influencing and catalyzing economic and community development.
- Experience communicating with a broad variety of stakeholders including large-scale businesses such as manufacturing and corporate entities, government agencies, educational institutions and health care institutions.

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.

RFP Release Date:	October 26, 2017
Pre-proposal Conference (optional):	November 3, 2017 at 2 pm
RFP Questions Due to CRCOG:	November 9, 2017 by 4 pm
Answers/Addendum Posted:	November 13, 2017
Proposals Due:	November 29, 2017 at 4 pm
Interviews:	December 2017
Notification of Successful Respondent:	January 2018

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 the creation of communications materials and strategies, tools, and resources to forward TOD in the Capitol Region. 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 ODM 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 Office of Policy and Management (OPM). All work is contingent on adequate funding from OPM.

The consultant further agrees to all conditions contained within the grant contract between CRCOG and the Connecticut OPM (available at: <http://www.crcog.org/rfprfq>).

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) 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:
October 26, 2017

DATE / TIME DUE: November 29, 2017, 4 PM

NAME OF PROPOSAL

**Next Steps in Engaging Anchor Institutions and
Neighborhoods in Transit-Oriented Development**

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)

ATTACHMENT D

Organizational Conflict of Interest Statement

Each entity that enters into a contract with the Capitol Region Council of Governments (CRCOG) is required, prior to entering into such contract, to inform CRCOG of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when any of the following circumstances arise:

1. Lack of Impartiality or Impaired Objectivity. When the CONSULTANT (*proposer, bidder, etc*) is unable, or potentially unable, to provide impartial and objective assistance or advice to CRCOG due to other activities, relationships, contracts, or circumstances.
2. Unequal Access to Information. The CONSULTANT has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. Biased Ground Rules. During the conduct of an earlier procurement, the CONSULTANT has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The CONSULTANT warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. The proposer agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to CRCOG, which must include a description of the action, which the CONSULTANT has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, CRCOG may, at its discretion, cancel the contract award. In the event the CONSULTANT was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to CRCOG, CRCOG may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime consultant, and the terms “contract” and “CONSULTANT” modified appropriately to preserve CRCOG’s rights.

Organizational Conflict of Interest - Proposer’s Signature and Certification

The undersigned on behalf of the CONSULTANT hereby certifies that the information contained in this certification is accurate, complete, and current.

Signature and date

Title of Request for Qualifications

Typed or Printed Name

Title

Company Name and Address