

# Capitol Region Council of Governments (CRCOG)

## REQUEST FOR PROPOSALS:

### Economic Impact Study of Proposed Rail Improvements

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#### Proposal Deadline

#### SUBMITTALS MUST BE RECEIVED BY:

**Wednesday, April 10, 2020**

**2:00 p.m. EST**

#### Submit Proposals to:

**Capitol Region Council of Governments**

**241 Main Street, Fourth Floor**

**Hartford, CT 06106**

**Or, via email: [tmalone@crcog.org](mailto:tmalone@crcog.org)**

## I. INTENT

The Capitol Region Council of Governments (CROG) intends to hire a consultant(s) to conduct an economic impact study of proposed rail improvements in the region and connecting to the region. Following the opening of the Hartford Line rail service, the region gained a frequent commuter rail link to New York City. Proposed track and station improvements would provide frequent commuter rail service between Hartford and Springfield. A study is underway in Massachusetts to analyze the feasibility of providing commuter rail service between Springfield and Worcester (where an existing rail line connects to Boston). While standard benefit-cost analyses have been conducted for previous rail investments, and one will be conducted for new investments, no study has looked at the potential for broader economic benefits, such as increased development in station areas or greater attraction to the labor force. An understanding of such benefits is essential to fully assessing which investments will be the most impactful.

CROG will procure consultant services in accordance with the established policy of CROG. 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 (CROG) 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, CROG 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.

The recent (2018) implementation of the Hartford Line regional commuter rail service between New Haven, Hartford and Springfield (a \$769 million investment) demonstrates a viable ridership market and growing interest in passenger rail in the CT-MA Knowledge Corridor area. The mix of CTraill and Amtrak service has led to an increase from 6 to 17 roundtrip trains per day between Hartford and New Haven, and an increase from 6 to 12 connecting further north to Springfield. The service attracted 634,000 rides in its first year, ahead of initial year ridership projections.

As documented by the Capitol Region Council of Governments (CROG), this initiative (along with CT**fastrak**) has already led to a series of transit-oriented development (TOD) investments and plans in communities along the north-south Hartford Line. To fully realize the economic potential of the region's rail system, there are three interrelated rail concepts (at different stages of approval, implementation and funding) that are critical to advance:

1. **Hartford Line investment between Hartford and Springfield** – this infrastructure improvement would create double-tracking and sidings along this heavily used rail segment, along with new or enhanced stations in Enfield, Newington, West Hartford, Windsor, and Windsor Locks. This investment (roughly 50/50 split between rail corridor and stations) would allow faster, more reliable travel north of

Hartford and enable greater frequency of trains. Approximately \$500-600 million is needed to complete this work (depending on I-84 and the Hartford station future).

2. **East-west rail improvements in Massachusetts** – this is currently being studied by MassDOT, with focus on the Worcester-Springfield corridor which is particularly slow and windy for rail travel along with freight rail (CSX) conflicts. The current study is focused on connecting Boston to Springfield and Pittsfield with alternatives being studied that vary travel time (speed), alignment, stations, etc. A recent study called the Northern New England Intercity Rail Initiative (NNEIRI) also examined Boston-Springfield rail, recommending eight roundtrips with most of these trains continuing onto the Hartford Line to realize the idea of an Inland Route rail alternative to connect Boston and New York City via Springfield and Hartford. Among other benefits, this route would provide a viable backup for the Northeast Corridor, which is prone to flooding and struggles with capacity issues.
3. **Enhanced rail services (train frequency)** – beyond the rail corridor infrastructure improvements noted above, an enhanced regional rail system requires increased train services and trip frequencies. Accomplishing this requires a closely related but separate focus on operations, service providers, funding sources, etc. For example, north of Springfield, the infrastructure was largely in place to expand rail frequency but it took over two years to implement a modest pilot project to expand service to Holyoke, Northampton and Greenfield (initiated on August 30, 2019). This aspect of rail planning can be just as complex as it defines: a) trip frequencies, stations and key markets served (e.g., Hartford to Boston, Worcester/Boston to New York via Inland Route); b) mix of rail operators (Amtrak, CTrail, MBTA), cost sharing and financing sources; and c) operational capacities, timetables, and shared freight corridors.

### III. CONSULTANT SCOPE OF WORK

Respondents to this RFP will represent a firm, company, team, or individual possessing experience and expertise in preparing economic impact studies, especially as they relate to transportation infrastructure. The East-West rail study being conducted by MassDOT is scheduled to be delivered in May 2020. A goal for this RFP is to have at least preliminary results available when the East-West study is released.

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

#### Mapping and narrative of current & future rail system.

Clear, easy to visualize mapping and narrative about the current and potential future regional rail system (consistent with the 3 items above), with emphasis on key markets connected, infrastructure that needs to be enhanced (and what is already “ready to go”), and service alternatives.

- This task should identify and analyze multiple rail service alternatives for key elements of the system, such as: a) speed and trip frequency between Springfield and Boston; b) phasing in of the up to 25 roundtrips on the Hartford Line; c) bi-state rail connections like travel time and number of one-seat trains that would serve markets like Hartford-Boston and Worcester-New York; and d) other New England/New York alternatives like increased rail frequencies north of Springfield to Northampton, Vermont and beyond.
- Different service scenarios are likely to have measurably different impacts on local development. A suggested start would be to look at both half-hour and hourly service along each line. An alternative would be to follow Governor Lamont’s proposal of having 30-minute service between each of the major links (Hartford to Springfield, Springfield to Worcester, Worcester to Boston, etc.).

### Estimate and document TOD impacts realized to date.

This task would conduct research and gather evidence on the development impacts to date from key rail and BRT improvements – this could include metrics such as private investment, housing units built, jobs added, SF of mixed use development, and market characteristics (e.g., occupancy and sales prices of new residential properties that demonstrate market strength). This task could focus on the Hartford Line and CT**fastrak** (starting from CROG analysis) as well as the growing TOD in Worcester with lots of private development within ½ mile of that station. For example, a presentation from 2018 identified over \$400 million of investment in the CT**fastrak** corridor and over \$300 million in the CT**trail** corridor. The goal of this task is to demonstrate that TOD is “real” and that our small-mid size cities are experiencing economic development benefits when they have a substantial level of rail/transit services and complementary development policies.

### Economic business case to finish Hartford Line build-out.

This task would focus on the economic impacts, benefits and costs of the \$500-600 million investment needed to build-out the Hartford Line from Hartford to Springfield, including more reliable travel times, increased capacity for growth in rail service frequencies, new stations added, and the Windsor Locks station enhancement connection to Bradley Airport. The current thinking is to reuse and refine recent analyses on ridership, train operations, and costs to develop a high-level but credible economic impact assessment that includes ranges (e.g., X to Y jobs, A to B private investment generated). For example, one potential approach would be to reuse the model that was used in the NEC Future project, and pivot off ridership and TOD estimates based on the Hartford Line experience thus far.

### Alternative economic assessment of Inland Route rail.

Going back to the NNEIRI report and the Dan Hodge analysis of the ridership and benefit-cost analysis, there are a lot of reasons to try to re-do that work, especially in light of the current MassDOT east-west rail study that no longer is focused on seamless<sup>1</sup> rail connections to and from the Hartford area. Key topics to examine with fresh eyes and a more economic market perspective include:

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<sup>1</sup> Presumably, rail travelers could connect in Springfield but that would mean a two-seat ride and result in longer, less convenient travel options between Hartford and Boston (for example) compared to the Inland

- Travel times and trip frequencies between key markets – these have varied in different studies and have not always been reasonable or competitive with auto travel (e.g., it was 2 hours 45 minutes in the NNEIRI study between Hartford and Boston), but a key outcome of this work could be to define travel times and frequencies that can support meaningful economic development benefits. As noted above, this study should look at multiple service scenarios, including both 30 and 60 minute headways.
- Ridership between key markets – for example, the ridership between Hartford and Boston in the NNEIRI study was less than 50 per day, and the overall ridership was relatively low compared to the size of the markets served in the corridor (e.g., when compared to the Downeaster). In contrast, the Hartford Line, in its first year, attracted 634,000 rides, roughly 50,000 more than projected.
- Costs for infrastructure, equipment and operations – this would integrate the most recent cost estimates but also be thoughtful about what costs need to be attributed to the region. For example, the NNEIRI study included very substantial train equipment capital costs that stretched credibility. Other train services, like the Downeaster, have heavily utilized value engineering to trim station costs while preserving overall service.
- Economic development and TOD impacts – central to this task would be new estimates of economic development benefits, including potential for TOD, impacts on vacancy rates, as well as business productivity gains from enhanced workforce accessibility and connectivity to commercial markets and suppliers. TOD is usually estimated on a “ground-up” basis for key markets/stations based on development potential, market strength, and transport improvements, whereas broader economic/productivity gains are typically best measured using sophisticated tools like TREDIS<sup>2</sup> or REMI. CRCOG does not currently have a preference for which tools are used. A key element of this analysis will be the assessment of market strength, market potential and the expected level of development. This will need to be a thoughtful analysis that looks at market strength, opportunity and ridership under various service scenarios (as noted above). The ability of each service scenario to attract different kinds of development should be assessed, as well as the attractiveness of new developments to different kinds of riders.
- Develop Benefit-Cost Analysis and/or Return on Investment (ROI) findings – Based on the ridership, costs, and economic development impacts, the results can be compiled into benefit-cost metrics to demonstrate the magnitude of sustained benefits compared to costs. This could be in the form of traditional benefit-cost analysis methods but may be better suited for customized ROI findings that

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Route concept which would be an Amtrak train with one-seat ride service at least as far as New Haven (via Hartford/Springfield).

<sup>2</sup> For example, Hodge Economic Consulting and RKG Associates estimated TOD potential for Gateway Cities in MA in a project for MassINC published in 2018. TREDIS by EDR Group was used to estimate economic development impacts of South Coast Rail for a major MassDOT study as well as high-speed rail projects across the US.

place the economic development impacts in context to costs and other geographic or per capita features. This component would help make the ‘business case’ of the rail investments.

- Summarize and communicate key findings in concise, visually appealing deliverables – To make this work as effective possible across a wide-range of audiences, the key results and findings should be summarized in concise and visually appealing deliverables. This could include: a) a short summary report; b) a two-page summary; c) PowerPoint presentation; and d) (potentially) a short video.<sup>3</sup>

## IV. PROJECT SCHEDULE

The Consultant should be prepared to enter into a contract and begin work as directed by CRCOG as soon as possible. The MassDOT study is scheduled to be completed in March 2020, though that date is not firm.

## V. PROPOSAL REQUIREMENTS

### A. Submission

Submissions, 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, Wednesday, April 10, 2020**. Any responses received after this date and time will be rejected. Proposals may be submitted to the address above and must be clearly marked “CRCOG Economic Impact Study”.

Proposals may also be submitted via email to: [tmalone@crcog.org](mailto:tmalone@crcog.org) with a subject line reading “CRCOG Economic Impact Study RFP”. Please note that CRCOG’s email server cannot accept files in the ZIP format.

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.

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<sup>3</sup> For example, see the video MassINC developed for TOD in Gateway Cities: <https://massinc.org/research/the-promise-and-potential-of-transformative-transit-oriented-development-in-gateway-cities/>

## B. Questions

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

Tim Malone  
CRCOG  
241 Main Street, 4<sup>th</sup> floor  
Hartford, CT 06106  
860-724-4221

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 Tim Malone, or emailed to [tmalone@crcog.org](mailto:tmalone@crcog.org)**. To receive consideration, such questions must be received by **2:00 p.m. on Wednesday, March 18, 2020**.

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. CRCOG will post a copy of any addenda to CRCOG's website, located at [www.crcog.org](http://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.

## 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 economic development planning approach, public and stakeholder outreach 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 Timothy Malone, 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 economic impact studies, analysis of transportation infrastructure, analysis of transit-oriented development, and real-estate analysis. 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).
4. **Scope of Work.** Proposed approach to the scope of work with an emphasis on the respondent's approach to outreach (public and stakeholder), the situational assessment, and capacity building exercises. 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 \$50,000 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 proposal for economic impact analysis
- 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:

- Knowledge and experience with best practices related to transit-oriented development.
- Knowledge and experience with best practices related to public-private partnerships.
- Knowledge and experience with best practices related to talent attraction efforts.
- 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.

RFP Release Date:	Wednesday, February 26, 2020
RFP Questions Due to CRCOG:	Wednesday, March 18, 2020 by 2:00 pm
Proposals Due:	Wednesday, April 10, 2020 at 2:00 pm
Proposal Evaluations:	April 2020

## VIII. 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. 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.

### **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://www.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 appropriate 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.

### **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:**

**February 20, 2020**

**DATE / TIME DUE:**

**Wednesday, April 10,  
2020**

**2:00 p.m. EST**

**NAME OF PROPOSAL**

**Economic Impact Study Services For The Capitol Region**

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**Type or Print Name of Individual**

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**Doing Business as (Trade Name)**

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**Signature of Individual**

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**Street Address**

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**Title**

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**City, State, Zip Code**

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**Date**

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**Telephone Number / Fax Number**

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**E-mail Address/Website**

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**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.

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Signature and date

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Title of Request for Qualifications

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Typed or Printed Name

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Title

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Company Name and Address