



**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
REGIONAL STORMWATER AUTHORITY FEASIBILITY STUDY FOR THE
CAPITOL REGION**

Issue Date: August 30, 2024

Deadline for Questions: September 23, 2024 (9:00 A.M. ET)

Response Date / Time: October 7, 2024 (3:00 P.M. ET)

Response Location: Electronic only to hsamokar@crcog.org

No physical submissions (e.g., USB drive, paper hardcopies, etc.) will be accepted.

TABLE OF CONTENTS

1.	Introduction and Intent	3
2.	Background and Overview.....	3
3.	Scope of Services	4
4.	Minimum Qualifications	4
5.	Preparing a Response	4
A.	General	4
B.	Statement of Qualifications.....	5
C.	Insurance.	6
D.	Additional Required Data.	6
6.	Questions and addenda.....	6
7.	RFQ General Terms and Conditions.....	7
A.	Acceptance or Rejection by the Capitol Region Council of Governments	7
B.	Ownership of Responses	7
C.	Changes to Responses	7
D.	Contract Requirements.....	7
E.	Amending or Canceling Request.....	7
F.	Waiver of Informalities.....	7
G.	Collusion	7
H.	Assigning/ Transferring of Agreement.....	8
I.	Termination	8
J.	Severability	8
K.	Affirmative Action.....	8
L.	Insurance Requirements.....	8
M.	Hold Harmless and Indemnification	9
N.	RFQ Preparation	10
O.	Ethics Policy	10
8.	RFQ Evaluation and Selection Process.....	10
A.	Evaluation Process.....	10
B.	Evaluation Criteria	11
9.	Submission and Deadline.....	11
EXHIBIT A.....		12
EXHIBIT B.....		22
EXHIBIT C.....		23

1. INTRODUCTION AND INTENT

The Capitol Region Council of Governments (CRCOG) of Hartford, Connecticut seeks responses from a qualified and experienced firm or team, herein referred to as “Consultant”, to assist in developing a Regional Stormwater Authority Feasibility Study for the Capitol Region.

CRCOG has been awarded a Connecticut Department of Energy and Environmental Protection (DEEP) Climate Resilience Fund grant to support developing a stormwater authority feasibility study in the CRCOG region. This study will examine the viability of implementing a regional stormwater utility in approximately eight municipalities within CRCOG’s 38-town region. This study aims to review the existing stormwater facilities and challenges in the participating municipalities and develop a potential framework for a multi-town / regional utility. The project schedule per the grant award is 18 months. The grant award is \$250,000, of which approximately \$230,000 is allocated for the consultant.

2. BACKGROUND AND OVERVIEW

The CRCOG is a voluntary Council of Governments formed to initiate and implement regional programs of benefit to the towns and the region. It is guided by the chief elected officials of our 38 Metro Hartford municipalities.

CRCOG leads as a catalyst to enhance the quality of life, vibrancy, and vitality of the Greater Hartford region. CRCOG provides planning, programs, and services to its member municipalities and is the region’s designated Metropolitan Planning Organization (MPO). CRCOG is a strong advocate for the region and regional solutions. The mayors, first selectmen, and town council chairs who make up our governing Policy Board recognize that the future of our individual members is tied to the future of our region. Our members have collaborated for more than 50 years on a wide range of projects to benefit our towns individually and the region. Additional information about CRCOG can be found on the CRCOG website: <https://www.crcog.org>.

Municipalities in the region generally lack a consistent funding source to implement stormwater management projects, despite increasing need and mandates to improve water quality. In 2021, the State enacted legislation allowing Connecticut municipalities to create a "Stormwater Utility" (stormwater authority). A stormwater utility establishes a fee structure to attribute the costs of managing stormwater infrastructure more fairly to individual properties connected to a municipal system. There are over 2,000 stormwater utilities around the country, and, thus far, only two in Connecticut (New Britain and New London). If a stormwater utility is feasible for a subset or subsets of CRCOG towns, it would allow for a dedicated source of income to help finance and maintain stormwater infrastructure.

3. SCOPE OF SERVICES

DEEP has developed a Scope of Work, which is included in Attachment A. CRCOG intends to further refine the details of the Scope with the selected consultant.

4. MINIMUM QUALIFICATIONS

The following minimum qualifications must be present for a firm to be considered for award of a contract under this RFQ:

1. All required licensures, registrations and certifications to do business in the State of Connecticut, as applicable.
2. Experience working with public entities to provide stormwater management and engineering services.
3. Legal expertise in advising public entities or utilities on organizational, structural, and governance matters.
4. A strong understanding of the operations of stormwater utilities, including logistical considerations in their establishment.
5. Project managers assigned to the contract must have at least ten years of relevant experience.

5. PREPARING A RESPONSE

A. General

By submitting a response, respondents represent that they have thoroughly examined and become familiar with the scope of services outlined in this RFQ and are capable of performing the work to achieve the objectives.

Responses submitted will be publicly available once a contract is executed or negotiations for the award of such contract have ended pursuant to Connecticut General Statutes Section 1-210(b)(24). All documents that the proposer believes to be confidential trade secrets and/or commercial or financial information and except under the above statutes should be clearly marked as such to preserve the Freedom of Information Act exemption for confidential trade secrets pursuant to Connecticut General Statutes (5)(A) and (5)(B).

CRCOG may provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified prospective contractors with a disability. Prospective contractors requiring accommodation shall submit requests in writing, with supporting documentation justifying the accommodation, to CRCOG at the following address:

CRCOG

Re: Accommodation for RFQ: Regional Stormwater Authority Feasibility Study
350 Church Street, 3rd Floor
Hartford, CT 06103

Requests for accommodation must be received by the Deadline for Questions as listed on the cover page. CRCOG reserves the right to grant or reject any request for accommodation.

B. Statement of Qualifications

Submittals shall include the following:

- **Letter of Interest:** Include the name, title, phone number, and e-mail address of the desired contact person during the RFQ process.
- **Introduction:** Provide a description of your firm/team experience in the industry, number of years providing services similar to those outlined herein, primary client type(s), and a summary of the services offered. Include company name(s) and address(es) as well as an organizational chart showing the project manager, task leaders, and other key personnel. Include any roles of sub-consultant team members and describe the level of previous working relationship between the firms. Resumés of key personnel should be included.
- **Project Understanding / Approach:** Describe in detail your understanding of the required scope of services, your firm's ability to provide the full spectrum of outlined needs, and relevant experience in fulfilling those needs. Describe in detail your approach to providing the desired services and highlight any relevant special services your firm provides that could be beneficial, particularly those that may not be offered by other firms. Using the timeline contained in the Scope of Work, a more detailed project timeline should be provided. As part of your response, please specifically address:
 - Expertise and experience with key topics addressed in the Scope of Services.
 - What makes your firm uniquely qualified to provide the services described in this RFQ.
 - Specific examples of how your firm has successfully customized similar solutions to serve the unique needs of municipalities or similar public agencies; examples of tangible results, if applicable.

Relevant Experience and References: Provide a list of relevant assignments or work products for other clients completed within the past five (5) years. Provide at least three

(3) clients and their contact information. Please include a description of each assignment, name of primary client contact, and their contact information including e-mail address and telephone number. Indicate your firm's role in each effort, project budget, and the date of completion of services.

C. Insurance.

All respondents are required to submit, with their responses, a copy of the cover sheet from their insurance policy(ies) (or an equivalent piece of documentation) which demonstrates the firm's current coverages and limits for General Liability, Automobile Liability, Professional Liability and Worker's Compensation Insurance as appropriate for the project work required herein.

D. Additional Required Data.

The following shall also be submitted:

- A statement accepting of all terms, conditions and requirements contained in the RQP. If you do not accept all terms, conditions and requirements, please submit a separate document that details an explanation.
- Non-Collusion Certification: The company should certify that the response is being submitted without any collusion, communication or agreement as to any matter related to the RFQ with any other respondent or competitor.

6. QUESTIONS AND ADDENDA

Any questions should be directed in writing via email to Heidi Samokar (hsamokar@crcog.org). No questions will be accepted after 9:00 a.m. on the date indicated on the cover sheet. The clock used will be the timestamp as received by Microsoft 365. CRCOG will post its response to questions and clarifications by the end of the workday on September 27, 2024 on the CRCOG website <https://crcog.org/rfp-rfq/>. **It is the respondent's responsibility to check the website for any addenda.**

Prospective contractors shall not attempt to communicate with, in writing, electronically or orally, any CRCOG official or employee other than the method listed in this section, above. Prospective contractors shall not contact any other CRCOG officials in an attempt to gather information regarding this RFQ, or in an attempt to influence CRCOG's consideration of its response. All inappropriate communications with CRCOG employees or officials will be forwarded to the response evaluation team. Inappropriate communications by a prospective contractor may, at the discretion of the evaluation team, constitute grounds for disqualification of that prospective contractor's response. Alternatively, the evaluation team may, at its discretion, consider such inappropriate communications when evaluating and scoring responses.

7. RFQ GENERAL TERMS AND CONDITIONS

A. Acceptance or Rejection by the Capitol Region Council of Governments

The CRCOG reserves the right to accept and or reject any or all responses submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the CRCOG and its members. Respondents whose submittals are not accepted shall be notified in writing.

B. Ownership of Responses

All submittals in response to this RFQ 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).

C. Changes to Responses

No additions or changes to the original responses will be allowed after submittal.

D. Contract Requirements

A formal contractual arrangement will be entered into with the consultant, selected as per the CRCOG standard form of agreement. The contents of the submittals by the successful respondent and the RFQ will become part of any Contract award.

E. Amending or Canceling Request

CRCOG reserves the right to amend or cancel this RFQ, prior to the due date and time, if it is deemed to be in its best interest to do so.

F. 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.

G. Collusion

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

H. Assigning/ Transferring of Agreement

Any successful firm 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 CRCOG.

I. 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 vendor; or if the vendor fails, in the opinion of the Agency, 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 the Agency.

J. Severability

If any terms or provisions of this RFQ 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.

K. Affirmative Action

CRCOG is an equal opportunity employer and requires an affirmative action policy from all contractors and vendors as a condition of doing business with CRCOG, as per Federal Order 11246. By submitted a response, all vendors and contractors agree to this condition of doing business with CRCOG and should CRCOG choose to audit its compliance, the vendor agrees to cooperate fully.

L. Insurance Requirements

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire transition and contract period the following insurance coverages covering the Respondent and all its agents, employees and sub-contractors and other providers of services, and shall name the Capitol Region Council of Governments and its employees and agents as an Additional Insured on a primary and non-contributory basis to the Respondent's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Respondent's Certificate of Insurance. In addition:

1. All policy forms shall be on the occurrence form.
2. Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
3. All renewal certificates shall be furnished at least 10 days prior to policy expiration.

4. Each certificate shall contain a 30-day notice of cancellation.
5. 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:

1. **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 Vendor’s cost.
2. **Comprehensive General Liability Insurance:** Vendor shall, at its own cost and expense, obtain and keep in force during the Term of the Agreement general liability insurance with minimum limits of 1 million per occurrence/ 2 million aggregate and shall name the CRCOG and their respective officers, officials, employees, agents, boards, and commissions as Additional Insureds on a primary and non-contributory basis. There shall be no special limitations on the scope of protection afforded to the CRCOG. Vendor shall assume any and all deductibles in the described insurance policies and Vendor’s insurer shall have no right of recovery or subrogation against CRCOG. These requirements shall be clearly stated in the remarks section on Vendor’s Certificate of Insurance. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-and all deductibles, if any, are the sole responsibility of Vendor.
3. **Automobile Liability Insurance** including non-owned and hired vehicles in the same limits as indicated above.
4. **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.
5. **Excess Liability Umbrella Form** over sections B, C, and D-Employers' Liability with limits up to \$4,000,000.

M. Hold Harmless and Indemnification

In addition to its obligation to provide insurance as specified above, the Vendor, its subcontractors, agents and assigns shall indemnify and hold harmless CRCOG 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 Vendor during the Vendor's performance of this Agreement or any other Agreements of the Vendor entered into by reason thereof. CRCOG agrees to give the Vendor prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

N. RFQ Preparation

All costs of preparing a response to this RFQ belong to the respondent.

O. Ethics Policy

The conduct of any Consultant shall be subject to the CRCOG Ethics Policy, found on the CRCOG website at:

<https://crcog.org/wp-content/uploads/2016/04/CRCOGEthicsPolicy.pdf>.

8. RFQ EVALUATION AND SELECTION PROCESS

A. Evaluation Process

The following is a general description of the process by which a contractor will be selected for award of a contract to perform the services described in this RFQ:

- The RFQ is released to prospective contractors.
- All questions regarding this RFQ with CRCOG's responses to the questions will be posted as an addendum to the RFQ.
- All responses must be received by CRCOG no later than the date and time specified on the cover sheet of this RFQ. Late submittals will not be considered or reviewed.
- Following the due date and time when responses are due, CRCOG will begin its review.
- CRCOG's evaluation team expects to take the following actions to determine the merits of the proposals that are submitted:
 - **Review of Responses:** Review the submittals to determine whether they are responsive to the RFQ and that they were submitted by responsible companies.
 - **Evaluation of Responses:** Responses will be evaluated per the criteria below.
- **Selection:** Selection shall be made of one or more respondents deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFQ.
 - **Oral Presentation:** At the option of the evaluation team, the evaluators may request oral presentations by any number of the finalists for the purpose of clarification and amplification of the materials presented in any part of the response. The evaluators may also request best and final offers from one or more prospective contractors. However, prospective contractors are cautioned that the evaluators are not required to invite oral presentations, request clarification, or conduct negotiations and may award a contract based on the original proposal. Therefore, all initial responses should be complete and reflect the contractor's most favorable terms.
 - **Negotiation:** At the discretion of the evaluation team, negotiations shall be conducted with the respondent(s) so selected. After negotiations have been

conducted with the respondent so selected, the CRCOG shall select the respondent which, in its opinion, has made the best proposal, and shall award the contract to that respondent if it so chooses.

- **Award or Non-Award:** Should CRCOG determine in its sole discretion that only one respondent is fully qualified, or that one respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that respondent. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated. CRCOG reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in its best interest.

B. Evaluation Criteria

Responses shall be evaluated by using the following criteria:

Element	Weighting
Accuracy, overall quality, and thoroughness of submission	20
Technical abilities and experience	35
Project understanding & approach	25
Quality of references & past record of performance	20
Minimum requirements met	Pass/Fail
Non-collusion statement answered as true	Pass/Fail

9. SUBMISSION AND DEADLINE

CRCOG will accept only electronic submissions to this RFQ. Submissions should be prepared as a single PDF and be transmitted to Heidi Samokar (hsamokar@crcog.org). No physical submissions (USB drives, paper hardcopies, etc.) will be accepted.

Submissions should be marked in the email subject line with “RFQ Response: Regional Stormwater Authority Feasibility Study”.

Responses must be submitted no later than the date and time indicated on the cover sheet. The clock used will be the timestamp as received by Microsoft 365. Statements received after that time or day will not be considered. Arrangements for transmission of large files should be made in advance, using the contact information above, as technical difficulties in sending or receiving a submission shall not be a valid reason for missing the deadline.

EXHIBIT A
Regional Stormwater Authority Feasibility Study
Scope of Work

The following Scope of Work was prepared by DEEP and incorporated into the grant award contract.

APPENDIX A
SCOPE OF WORK

Project Number: DCRF-2023-03-01
(CRCOG Region Stormwater Authority Feasibility Study)

Purpose: The purpose of this Climate Resilience Fund (CRF) Grant agreement is, in furtherance of recommendations from the Governor’s Council on Climate Change (GC3) to provide funds to the **Capitol Region Council of Governments (CRCOG)**, hereinafter referred to the “Contractor” for activities described herein.

Description: The Contractor agrees to conduct a project titled: **CRCOG Region Stormwater Authority Feasibility Study** (“Study”) as further described below.

1. Deliverables Following the Execution of this Contract, **the Contractor shall perform the following tasks:**

a) Stormwater Authority Feasibility Study

- i) The Contractor shall conduct activities and studies to assess the feasibility for developing a stormwater authority (“Feasibility Study”) in one or more municipalities within the Capitol Region Council of Governments Region, as illustrated in **Appendix H**.
- ii) Upon completion of the studies identified in 1.(a) i), the Contractor shall provide to DEEP a Feasibility Study for its review and approval. The Feasibility Study shall consider all applicable local, state, and federal regulatory and funding requirements necessary to implement the plan, pursuant to CGS § 22a-498; and shall consider, where appropriate, the requirements of the 2023 Stormwater Quality Manual as published by DEEP, together with any and all amendments or errata thereto.
- iii) The Feasibility Study also shall incorporate, where appropriate, nature-based solutions as defined in Governor Lamont’s Executive Order 21-3, Section 9 C, which states “For purposes of this order shall include but not be limited to green infrastructure as defined by the Clean Water Act (33 U.S.C. § 1362(27)), natural infrastructure and nature-based infrastructure as defined by the National Oceanic and Atmospheric Administration (“NOAA”) in NAO 216-117, nature-based solutions as promulgated by the Federal Emergency Management Agency (FEMA) in their Building Resilient Infrastructure in Communities program, and climate-smart agriculture and forestry strategies as promulgated by the U.S. Department of Agriculture (“USDA”) and for flood prevention, climate resilience and erosion control systems as defined by Public Act 21-115, gray infrastructure, and non-structural, project solutions.”

- iv) The Feasibility Study shall incorporate feedback from community residents and stakeholders that was collected during required engagement activities detailed in section 1.(d).
- v) Authorized expenses for conducting the section 1.(a)(i), studies to develop Feasibility Study shall include: Technical tools as defined in **Section 1(a)(vi)**; Feasibility Study components as defined in **Section 1(a)(vii)**; Community Outreach as defined in **Section 1(c)**; and Implementation Components as defined in Section 1 a) **viii**.
- vi) Technical tools, to be utilized in preparation of Feasibility Study, may include: parcel-level mapping; impervious surfaces estimates; mapping to identify property owners who install and operate stormwater best management practices that reduce, retain, or treat stormwater on site to incentivize resilience actions through stormwater authority fee reductions pursuant to CGS § 22a-498; and, as necessary as determined by DEEP, any related studies, analyses, or similar activities needed for Feasibility Study.
- vii) Feasibility Study components shall include: review existing stormwater facilities and regulatory requirements to determine condition, current operating costs, and areas where the system is inadequate and assess potential improvements; determine if there are problem areas that require immediate or more funding than is currently available to address persistent, or projected increased stormwater impact; identify town / municipal boards, commissions, and agencies currently engaged in stormwater management; review current funding mechanisms for stormwater management; develop a fee structure pursuant to CGS § 22a-498; design stormwater fee models pursuant to CGS § 22a-498, including fee collection and staff capacity for developing a billing system; identify specific projects that the fee revenue could fund to decrease stormwater impacts and increase resilience pursuant to CGS § 22a-498; research and develop messaging for communicating about the stormwater authority; and, as necessary as determined by DEEP, any related studies, analyses, or similar activities needed for Feasibility Study.
- viii) Implementation Components may include: developing draft authorization ordinances tailored to one or more communities that enable the stormwater authority; developing an organizational structure for a stormwater utility that includes governance, composition, and management; developing a process for applying credits for land users that implement stormwater best management practices; creating a dedicated stormwater fund and including the fund in municipal budget projections; and, as necessary as determined by DEEP, any related studies, analyses, or similar activities needed for Feasibility Study. Authorized expenses for Implementation Components, may, subject to review and approval by DEEP, include necessary legal fees related to preparing such components. No portion of the foregoing shall be deemed to provide for reimbursement of litigation expenses incurred in accomplishing this scope of work.

- ix) The period of performance of this grant is 18 months from the date of Contract execution. The Contractor shall follow the schedule detailed in the milestone chart in **Appendix C**. Deadlines are subject to change upon review and approval by the Commissioner.

b) Federal Resilience Grant Application(s):

- i) The Contractor, as part of 1 (a) vii, **may** consider the following programs for potential implementation funding sources, including, but not limited: to the Federal Emergency Management Agency (FEMA)'s Building Resilient Infrastructure and Communities (BRIC) program; FEMA Hazard Mitigation Grant Program (HMGP); FEMA Flood Mitigation Assistance Program (HMA); National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund (NCRF); NFWF Long Island Sound Futures Fund (LISFF); National Oceanic and Atmospheric Administration (NOAA) Transformational Habitat Restoration and Coastal Resilience Grants; Clean Water Fund (CWF) Reserve for Construction of Green Infrastructure; CWF Reserve for Construction of Resiliency Projects, or as further identified through grant programs at other relevant federal agencies, including the US Department of Agriculture (USDA), the US Environmental Protection Agency (EPA), the US Department of Transportation (DOT), the Department of Energy (DOE), the Department of Housing and Urban Development (HUD) and the US Army Corps of Engineers (USACE).
- ii) The Contractor, may, as an approved cost, develop a grant application(s) for federal resilience opportunities listed in **Section 1(b)(i)**.

c) Community and Stakeholder Engagement

- i) The Contractor shall hold at least three (3) public meetings to support the development of the Feasibility Study prior to finalization of the plan. At least one (1) meeting shall communicate the results to residents in the project area. The Feasibility Study and related studies shall incorporate to the extent possible comments received at such public meetings and other forms of feedback from residents and stakeholders in the planning area.
- ii) The Contractor shall ensure all necessary stakeholder groups are invited to participate and/or support in engagement efforts, including but not limited to municipal staff, utilities, community associations, relevant state agencies including the CT Dept of Transportation, the CT Division of Emergency Management and Homeland Security (DEMHS), and DEEP; directly impacted residents and businesses; and other interested community organizations and representatives. The Contractor may establish a project steering committee or technical advisory committee in addition to required public and stakeholder engagement. The Contractor shall submit to DEEP in quarterly reports the list of participants at engagement efforts.

- iii) The scheduling and location of all such meetings shall be such that they maximize inclusive community engagement. Engagement shall be conducted using as many methods designed to effectively reach underrepresented and vulnerable populations as possible, including scheduling meeting times outside of work hours, offering transportation reimbursement and other incentives, translation services, and other opportunities to engage if meeting attendance is not possible.
- iv) Subject to invoicing and DEEP approval, authorized prudent and reasonable expenses for community and stakeholder engagement shall include the following: flyers; presentation materials; costs associated with developing outreach and educational materials; stipends and incentives for participants in accordance with equitable engagement practices; language translation and interpretation services; facility rental for meetings; community liaisons as defined in the 2022 DEEP CRF Program Description Notice of Call for Applications (a copy of which is on file with DEEP); and costs associated with providing childcare, transportation, and refreshments at public engagement events and/or meetings.

2. Project Reporting: All materials submitted, including quarterly reports, final reports, and deliverables, may be posted on the DEEP website at DEEP's sole discretion.

- a) **Quarterly Reports:** The Contractor shall use the guidelines in **Appendix D, Quarterly Report Format**. The Contractor shall provide summaries of the Project status to the DEEP Project Manager once **every 3 months**, in accordance with the schedule in **Appendix D**, during the time in which this Contract is in effect.
- b) **Final Reporting:** Before the expiration date of this Contract, the Contractor shall submit to the DEEP Project Manager the reports listed below. DEEP will not pay for any costs incurred by the Contractor after the expiration date of the Contract to complete these reports:
 - i) **Final Deliverables:** The Contractor shall use requirements in **Appendix E** for providing a final report executive summary and other required final deliverables
 - ii) **Final Financial Report:** See details in **Task 3**.
- c) **Climate Change Inclusion:** No sooner than 90 days before the expiration of this Contract, the Contractor shall submit to the DEEP Project Manager a draft summary of the Project Design that identifies what standard of rainfall it is designed for and how it accounts for future climate change conditions as referenced in the January 2021 Governor's Council on Climate Change report for DEEP review and approval. Contractor shall respond within 30 days to any DEEP comments and incorporate any DEEP feedback into the final Project Design.

d) Final Summary and Study Deliverables: At the end of the period of performance of this grant, the contractor shall electronically provide DEEP with:

- i) A copy of the final Project Design and related activities funded by the grant;
- ii) A copy of a draft project narrative for any federal grant application(s) intended to fund implementation of the project;
- iii) A separate executive summary highlighting the process and lessons learned as detailed in **Appendix E**;
- iv) A presentation in PowerPoint, or similar, format that communicates accomplishments and lessons learned as detailed in **Appendix E**, and;
- v) A copy of the implementation funding assessment as detailed in **Task 1(b)**.

3. Budget and Invoice/Request for Payments and Final Financial Report: The Contractor shall adhere to the budget identified in **Appendix C** of this contract. The Contractor shall submit invoices using the attached format in **Appendix H**. These invoices must be submitted to the DEEP Project Manager and include all required documentation to enable a timely review by the DEEP Project Manager. DEEP will release payments following receipt, review, and approval by the Commissioner of properly executed invoices. Partial payments may be requested in writing by the Contractor and include documentation as to why a partial payment is warranted, but releases of such payments is at the sole discretion of the DEEP Project Manager. DEEP may withhold payments if Contractor does not exhibit adequate compliance and performance according to terms of the Contract Agreement. Budgetary adjustments will require written approval by the DEEP Project Manager. The Contractor shall notify the DEEP Project Manager in writing requesting approval of budgetary adjustments between tasks.

Within 30 days of the expiration date of this Contract, the Contractor shall submit a **Final Financial Report** to the DEEP Project Manager, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. The preferred format is attached as **Appendix F** and a sample financial report is in **Appendix G**. DEEP will not pay for any costs incurred by the Contractor after the expiration date of the Contract.

4. Prohibited Reimbursements: Unless specifically authorized by DEEP in its sole and absolute discretion, allowable costs under this Contract shall not include:

- (a) Advertising, except reasonable costs incurred in issuing notices of public meetings shall be allowable;
- (b) Alcoholic beverages;
- (c) Alterations and renovations to existing facilities;
- (d) Bad debts;

- (e) Fundraising;
- (f) Insurance;
- (g) Interest;
- (h) Membership dues;
- (i) Land or building acquisition;
- (j) Litigation expenses;
- (k) Lobbying;
- (l) Maintenance and repair costs;
- (m) Rental or lease of facilities or equipment, except reasonable costs incurred in hosting public meetings shall be allowable;
- (n) Overtime premiums;
- (o) Travel costs;
- (p) Any costs related to construction or implementation, including permitting fees; or
- (q) Other costs not necessary to complete the above-described Project deliverables.

5. Submission of Materials: For the purposes of this Contract, all correspondence, summaries, reports, products, and extension requests shall be submitted to the DEEP Project Manager:

deep.climateresilience@ct.gov

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

deep.climateresilience@ct.gov

6. Amendments / Extensions: Formal written amendment of the contract is required for extensions to the final date of the contract period and to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- (a) Revisions to the maximum contract payment;
- (b) The total unit cost of service;
- (c) The contract's objectives, services, or plan;
- (d) Completion of objectives and services; and
- (e) Any other contract revisions determined material by DEEP

Changes to milestone completion dates set forth herein may be modified with the written approval of DEEP without amendment of this Contract, except any change to milestone completion dates that requires extension of this Contract. Extension of the Contract may only be approved by formal written amendment. If it is anticipated that the Project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than **90 days** prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

- 7. Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Contract must provide credit to the DEEP Climate Resilience Fund as follows: "Funding provided by the Climate Resilience Fund administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."
- 8. Ownership:** All materials, software, maps, reports, and other products produced through the grant program shall be considered in the public domain and thus available. To the extent possible, a copy of any data product produced using this grant funding must be submitted to the state as part of the deliverables and will be made available publicly. All materials created through this opportunity and as a result of this award shall credit DEEP and the DEEP Climate Resilience Fund. The Contractor shall include in all subcontracts funded by this grant contract provisions requiring subcontractors to provide such materials to the State at no charge upon request.
- 9. Publication of Materials:** The Contractor must obtain written approval from the State prior to distribution or publication of any printed material prepared under the terms of this Contract. Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

10. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid

or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number – 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov. This video with closed captioning is available at www.ct.gov/deep.

Milestones:

The Contractor shall follow the schedule of tasks and milestones in the following chart such that tasks are complete no later than the latest quarter marked for each task. The Contractor shall notify DEEP in the event of any significant deviation from this milestone chart. The Contractor shall include updates on each task in quarterly reporting. If a task is not to be conducted in an identified quarter for reporting, the Contractor does not need to include that in that quarterly report.

Primary Tasks	1st Qtr	2nd Qtr.	3rd Qtr.	4th Qtr.	5th Qtr.	6th Qtr.
Project initiation to develop and issue RFQ/RFP and establish project steering committee. (See Appendix A, Sec 1, a, i., Appx A, Sec 1, c, ii.)	X					
Identify participating municipalities (See Appendix A, Sec 1, a, i.)	X					
Review RFP proposals and make award (See Appendix A, Sec 1, a, i.)	X	X				
Project steering committee quarterly meetings (See Appendix A, Sec 1, c, ii.)		X	X	X	X	X
Stakeholder engagement with participating municipalities (See Appendix A, Sec 1, c, ii.)		X	X	X	X	
Conduct feasibility study components, including technical tools and implementation components (See Appendix A, Sec 1, a, v, vi, vii, and viii.)	X	X	X	X	X	X
Present draft study and hold final public meetings for input from municipal staff and residents. (See Appendix A, Sec 1, a, i., Appx A Sec 1, c, i and ii.)					X	X
Finalize study (See Appendix A, Sec 1, a, i and ii.)						X

FINAL DELIVERABLES FORMAT
Project Number: DCRF-2023-03-01
(CRCOG Region Stormwater Authority Feasibility Study)

- 1. Final Report Executive Summary:** The Contractor shall submit to the DEEP Project Manager a Final Report Executive Summary that does not exceed 5 pages, satisfactory to the Commissioner, demonstrating that all the elements of **Appendix A** have been met, including but not limited to the following:
 - (a) Climate Problem and Community Impacts Overview (not to exceed 250 words)
 - (b) Feasibility Study goals and outcomes
 - (c) Community Engagement Efforts and how community feedback was incorporated into the final project outcome
 - (d) Engagement and Inclusion of Vulnerable Populations/Environmental Justice Community residents
 - (e) How the Feasibility Study incorporates nature-based solutions and associated co-benefits
 - (f) Lessons Learned and Transferable Lessons for other communities
 - (g) Plans for next steps

- 2. PowerPoint Slide(s):** The Contractor shall submit to the DEEP Project Manager no more than 3 PowerPoint slides that highlight the project accomplishments and lessons learned. These slides may be used by DEEP in future presentations, so please include relevant photographs or images.

- 3. Other required deliverables are:**
 - (a) A copy of the Feasibility Study or studies.

EXHIBIT B
CRCOG Equal Employment Opportunity and
Minority/Female Business Enterprise Certification Form

The undersigned certifies that _____ is an Equal
(Name of Company)

Opportunity Employer and is in compliance with federal and State rules and regulations pertaining to Equal Employment Opportunity and Affirmative Action.

(Consultant's Signature)

(Today's Date)

ONLY IF APPLICABLE:

The undersigned certifies that _____ is a
(Name of Company)

Disadvantaged (Minority/Female) Business Enterprise (DBE) and is in compliance with federal and state rules and regulations pertaining to Disadvantaged Business Enterprise designations.

(Consultant's Signature)

(Today's Date)

EXHIBIT C

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