



# REQUEST FOR PROPOSAL for THE 2024 – 2029 Northwest Hills Comprehensive Economic Development Strategy Stakeholder Engagement Process

Due Date: October 25, 2023, 12 PM



## **OVERVIEW AND INTENT**

The Northwest Hills Council of Governments (“NHCOCG”) is in the process of updating its 5-year Comprehensive Economic Development Strategy (“CEDS”) and is looking for a consultant (“CONSULTANT”) to work with the Northwest Connecticut Economic Development Committee (“NWCT EDC”) on the completion of its stakeholder engagement process. The CEDS update is funded by a Partnership Planning Grant from the U.S. Economic Development Administration (“EDA”). **The budget for this portion of the project is \$17,000.** NHCOCG initiated the CEDS Update in early 2023 and has collected the necessary data as well as conducted a SWOT Analysis as required by EDA.

The NHCOCG is issuing this Request for Proposals (“RFP”) to select a CONSULTANT to conduct this engagement process in an approximately 3-4-month time frame and potentially ending with final CEDS approval by all necessary entities in the spring of 2024.

## **BACKGROUND & STATEMENT OF WORK**

NHCOCG is a twenty-one-town region which includes the City of Torrington, the Town of Winchester (Winsted) and nineteen small rural communities which make up the northwestern border of the State of Connecticut. Northwest Connecticut has been recognized for nearly a decade as an Economic Development District (EDD) by the State of Connecticut and the EDA. While the NWCT EDC that once existed as a corporation has recently been dissolved its corporation status, it had been the entity designated as the EDD for Northwest Connecticut. NHCOCG has been working with the U.S. EDA over the last two months to become designated as the official EDD for the twenty-one town Northwest Hills region. This shift should be finalized within the next several months and NHCOCG has been granted the funds to continue updating its CEDS. Even though NWCT EDC is no longer an official corporation, many of its members are still very active and are in the process of identifying more members from different industry sectors to participate as a part of the CEDS Strategy Committee as required by EDA.

Even amid these transitions, the CEDS stakeholder engagement process began in the late spring of 2023 with a meet & greet to kick off the process and one stakeholder engagement charrette which was held in early July of 2023. The charrette was lightly attended, although participants did complete a rigorous SWOT Analysis to determine the region’s Strengths, Weaknesses,

Opportunities and Issues relative to economic development. Post Charrette, the CEDS management team determined that a hybrid or virtual approach to engagement would enhance the number of participants and better meet EDA's requirements for engagement. Several online engagement platforms such as Miro Boards, Bright Idea and Mentimeter have been internally tested, but the determination has been made that a CONSULTANT is needed to identify, build out and engage the region's stakeholders with the correct tool(s) that will render the best input for the 5-year CEDS.

We would like the CONSULTANT to work from the preliminary list of Strengths, Weaknesses, Opportunities, and Issues developed at our initial charrette and develop a final SWOT list. From there, we need the CONSULTANT to engage stakeholders in developing a list of Goals upon which the CEDS will focus and a Vision Statement for the Region.

## **SCOPE of Work & DELIVERABLES**

NHCOG is seeking a CONSULTANT who will do the following:

- (1) Create a timeline and strategy for a 3-4-month Stakeholder Engagement Process which includes both virtual/hybrid and in-person engagement where appropriate.
- (2) Conduct a strategy session with existing Northwest CT EDC members to plan the best way forward to form a successful CEDS Strategy Committee which meets EDS's requirements.
- (3) Identify, design, and utilize of virtual engagement platform(s) to seek the deepest and broadest stakeholder engagement possible for the confirmation of the CEDS SWOT analysis and formation of CEDS goals & policies.
- (4) Conduct and document a review of regional and municipal plans of conservation and development and/or other economic development plans that may exist which highlights the economic development priorities of each of the twenty-one communities in the Northwest Hills Region.
- (5) Deliver a concise summary of the engagement process and stakeholder input received for inclusion in the final CEDS document.

## **CONTRACT TERMS/OTHER INFORMATION**

### **Time Period of Contract**

The NHCOG is requesting Responses to the RFP to assume a 6-month timeline ending in April or May of 2024.

### **Payment**

NHCOG will make payments to the CONSULTANT monthly. The CONSULTANT will provide monthly invoices based upon hours worked and noting tasks completed.

## Termination of Contract

The Contract may be terminated by either party upon five days written notice, by mutual consent or in the event of persistent failures of performance of the material terms and conditions of the Contract by the other party through no fault of the terminating party.

The Contract may be terminated in whole or in part by either party for its convenience, provided that no such termination may be affected unless the party is given 1) not less than thirty (30) days written notice of intent to terminate.

## Equal Opportunity, Non-Discrimination, etc.

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The CONSULTANT agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such CONSULTANT that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The CONSULTANT further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such CONSULTANT that such disability prevents performance of the work involved.

(2) the CONSULTANT agrees, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission [Commission on Human Rights and Opportunities].

(3) the CONSULTANT agrees to provide each labor union or representative of workers with which such CONSULTANT has a collective bargaining agreement or other contract or understanding and each vendor with which such CONSULTANT has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the CONSULTANT's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the CONSULTANT agrees to comply with each provision of this section and section 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to section 46a-56, 46a-68e and 46a-68f; (5) the CONSULTANT agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the CONSULTANT as relate to the provisions of this section and section 46a-56. If the contract is for a public works project, the CONSULTANT agrees and warrants that he will make good faith efforts to employ minority business enterprises as SUBCONSULTANTS and suppliers of materials on such public works projects.

For the purposes of this section, “minority business enterprise” is any small CONSULTANT or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection

(a) of section 32-9n; and good faith means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

Determination of the CONSULTANT's good faith efforts shall include but shall not be limited to the following factors: The CONSULTANT's employment and subcontracting policies, patterns, and practices; affirmative advertising, recruitment, and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The CONSULTANT shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its “good faith efforts.”

### **Connecticut Occupational Safety and Health Act**

For the safety and protection of all employees, the CONSULTANT shall keep itself fully informed and currently up to date and comply with all provisions of the Department of Labor, Occupational Safety Administration, Title 29 Code of Federal Regulations Chapter XVII Parts 1910 - “General Industry Standard” and parts 1926 - “Construction Industry Standards” and such standards as adopted and promulgated by the State of Connecticut under Public Act 73-379 as amended.

NHCOG may order any violations of the standards corrected immediately as they pertain to the safety and health of CONSULTANT employees in the performance of their duties relative to the contract. Failure of the CONSULTANT to correct the violation(s) shall be cause to order all work under the contract to be suspended. Such an order shall not be cause for a claim by the CONSULTANT for lost time and/or other damage. Furthermore, the failure of the CONSULTANT to correct the violation(s) after a reasonable time shall be grounds for the NHCOG to terminate the contract, and in this event the CONSULTANT shall be liable for all damages which arise because of said termination.

Nothing in this Section shall be construed to relieve the CONSULTANT of his responsibilities as an employer under the Act. Any fines or penalties imposed on the NHCOG resulting from violations on the job of the standards promulgated by the Act shall be paid by the CONTRACTOR.

The failure of NHCOG to order corrected a violation of the standards shall not constitute a waiver of such violation and it may be ordered to be corrected subsequently at any time.

### **Indemnification**

To the fullest extent permitted by law, the Contractor shall be legally liable and responsible for,

and shall indemnify and hold harmless NHCOC and its respective officers, employees, and agents, and participating towns, (hereinafter the "Indemnified Parties") from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorney's fees), judgments and damages (hereinafter "Losses"), to the extent arising out of or alleged to arise out of the negligent acts, omissions or willful misconduct of the CONSULTANT or any CONSULTANT, SUBCONSULTANT, employee, or agent of the CONSULTANT, provided, however, that the CONSULTANT shall not be responsible for that portion, if any, of a Loss that is determined to be caused by the negligence of the NHCOC.

The CONSULTANT specifically agrees that its SUBCONSULTANTS, agents, or employees shall possess the requisite experience, knowledge, and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONSULTANT shall indemnify and save NHCOC and participating towns harmless from and against all claims, suits, actions, damages, judgments, reasonable attorney's fees and costs of every description arising from and alleged to arise from the negligent performance of the services of the CONSULTANT under this Agreement.

Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards resulting in errors in the work. Nothing in this Section or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or NHCOC. Notwithstanding anything in this agreement, in no event shall either the CONSULTANT or NHCOC be liable to the other for any indirect, special, or consequential damages whether arising in contract tort (including negligence), statute or strict liability.

The CONSULTANT shall assume responsibility and liability for personal bodily injury to the CONSULTANT and/or damage to its property arising from activities associated with the CONSULTANT's performance of its Work on this project except for any personal bodily injury and/or property damage caused by the solely negligent activities or willful misconduct of NHCOC, its employees or its agents. Further, it is expressly understood that, to the fullest extent permitted by law, the CONSULTANT shall hold NHCOC harmless, from and against all claims, suits, actions, damages, reasonable attorney's fees, and costs of every description to the extent resulting from personal bodily injury and/or damage to the CONSULTANT's property while furnishing services pursuant to this Agreement. CONSULTANT will waive subrogation in favor of NHCOC and participating towns with respect to all insurance coverages, including workers compensation.

D) To the fullest extent permitted by law, The CONSULTANT shall indemnify and hold NHCOC and participating towns harmless against any and all claims and losses arising out of, alleged to arise out of, or in connection with infringement of intellectual property rights by CONSULTANT.

The CONSULTANT shall promptly and diligently defend, at the CONSULTANT's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the CONSULTANT is responsible under this Section, and, further to the CONSULTANT's indemnification obligations.

The CONSULTANT shall, and shall cause any agents of CONSULTANT to, cooperate with

NHCOG in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the CONSULTANT and/or any agent of the CONSULTANT in connection with this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

The standard of care for all services performed or furnished by the CONSULTANT and its sub-CONSULTANTS will be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and in the same locality.

Insurance requirements: CONSULTANT shall provide NHCOG with a certificate of insurance. The following minimum types and limits are required:

- (1) General liability insurance: 1 million/ 2 million aggregate
- (2) Statutory workers' compensation
- (3) Auto: including owned, hired, and non-owned vehicles: 1 million

CONSULTANT coverage shall be on a primary basis.

## **DETAILS REGARDING THE REQUEST FOR PROPOSAL**

### **Information to be Provided**

- (1) A cover letter signed by the primary firm binding the firm to all the commitments made in the proposal. Resume of personnel that will be dedicated to NHCOG and this project; including: The name, business address, phone number, e-mail address of the firm and individual dedicated to working with NHCOG.
- (2) Narrative/description of relevant experience (no more than five (5) pages)
- (3) Proposed timeline outlined by the scope of work and a list of those individuals or consultants performing that work.
- (4) Examples of other stakeholder involvement processes lead by the team - CEDS or regional Economic Development processes, a bonus.
- (5) References
- (6) Proof of Insurance and Liability
- (7) Required Forms - Acceptance of Terms of this Agreement and Non-Collusion Affidavit
- (8) Provide any additional information about your firm that is relevant to this RFP that you believe will assist NHCOG in making its selection (no more than five (5) pages)
- (9) Hourly rates and expense schedule

All Responses to the RFP must be received no later than **12 PM on Monday, October 25, 2023** and submitted electronically by email in one .pdf document to [rphillips@northwesthillscog.org](mailto:rphillips@northwesthillscog.org)

and the subject line of the email shall read: CEDS RFP Response (Responder's Company Name).

The NHCOCG assumes no liability for Responses to the RFP not received by the time set forth above or for Responses which are not transmitted electronically in .pdf format. All Responses will be acknowledged by NHCOCG by e-mail reply at the time of receipt.

## Questions

Questions regarding this RFP shall be submitted only by email to [rphillips@northwesthillscog.org](mailto:rphillips@northwesthillscog.org) by **October 13th, 2023 at 12 PM**. Questions and answers will be provided in addendum form on the NHCOCG website [www.northwesthillscog.org](http://www.northwesthillscog.org).

## **Section II: Selection Process & Criteria**

### Selection Process

- (1) Below is the proposed schedule and timeline for the selection process:
- (2) Applicants are to respond to this request by October 25, 2023, 12 PM.**
- (3) All questions must be sent in by October 13, 2023, 12 PM.**
- (4) NHCOCG will develop a short list of candidates based on the stated selection criteria to interview for the project. The shortlisted firms will be notified via email or mail and will provide sufficient notice of the interview date and time.
- (5) A decision is expected before the end of October.

### Selection Criteria

- (1) The selection committee will evaluate the applicants based on the following criteria:
- (2) Thoroughness, creativity and clarity of the proposed work, schedule, and project management plan to accomplish the objectives/goals of the project.
- (3) Qualifications and Experience of personnel to be assigned to the project.
- (4) Clear understanding of the goals and outcomes of the project.
- (5) Experience on similar projects. Preference will be given to consultants who have experience specifically economic development plans and strategies.
- (6) Ability to provide services on time.
- (7) Fee proposal.



(8) References.

(9) Additional Information.

The NHCOG may request additional information from CONSULTANTS as is determined necessary for the NHCOG to evaluate the CONSULTANT's Response to the RFP.