WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS (WESTCOG)

REQUEST FOR QUALIFICATIONS, PROPOSALS or OTHER PROCUREMENT METHOD

STANDARD PROCUREMENT FRONTISPIECE

I. STRUCTURE AND AUTHORITY

1. INTRODUCTION AND STRUCTURE OF THIS SOLICITATION

The Western Connecticut Council of Governments ("WestCOG") issues solicitations to identify and procure qualified consultants, firms, or teams to perform professional services.

This solicitation is designed as a Request for Proposals (RFP), as specified in **Part 2 – Procurement Form**.

This solicitation is organized into the following components:

- **Part 1 – Standard Frontispiece (this document):**
  Establishes the standard terms, conditions, and procedures governing all WestCOG procurements. This section is non-editable and applies uniformly to all solicitations.
- **Part 2 – Procurement Form (Project-Specific):**
  Contains all project-specific information, including scope of work, schedule, deadlines, submission requirements, evaluation criteria, procurement method, cost proposal requirements, funding sources, and designated contact information.
- **Part 3 – Attachments:**
  Contains standard contractual, federal, state, and other required provisions incorporated by reference.

All project-specific requirements, including scope of work, deadlines, evaluation criteria, procurement method, and cost proposal requirements, are defined exclusively in Part 2 – Procurement Form.

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2. ABOUT WESTCOG

WestCOG is one of nine regional Councils of Governments established pursuant to Connecticut General Statutes §4-124i et seq. WestCOG serves the Western Connecticut Planning Region and is governed by the Chief Elected Officials of its member municipalities.

Additional information is available at: https://westcog.org

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3. PROCUREMENT AUTHORITY AND COMPLIANCE

All procurements conducted by WestCOG are subject to applicable federal, state, and local laws and regulations.

Where a project is funded in whole or in part by federal or state sources, the requirements associated with that funding shall apply.

The applicable funding source(s) for each procurement are identified in **Part 2 – Procurement Form**, and all associated requirements are incorporated by reference through **Part 3 – Attachments**, and are binding on the procurement and any resulting contract.

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4. INCORPORATION OF ATTACHMENTS

This solicitation incorporates by reference all attachments provided, which may include but are not limited to:

- Standard Agreement (Contract)
- Federal Requirements
- State Requirements
- Insurance Requirements
- Other applicable provisions

These attachments are binding and shall apply to any resulting contract.

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5. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency among documents, the following order of precedence shall apply:

1. Applicable federal requirements
2. Applicable state requirements
3. WestCOG Standard Agreement (Contract)

4. Part 2 – Procurement Form (project-specific provisions)
5. Part 1 – Standard Frontispiece

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6. PROCUREMENT METHOD

The method of procurement for each solicitation, including whether qualifications-based selection (QBS) or another method is used, shall be specified in **Part 2 – Procurement Form**.

Part 2 shall also specify whether cost or fee proposals are required, and if so, the format and requirements for such submissions.

II. COMMUNICATIONS AND PROCUREMENT PROCESS

7. COMMUNICATIONS

All communications regarding this solicitation must be directed only to the designated contact identified in **Part 2 – Procurement Form**.

No other communications with WestCOG staff, officials, or representatives regarding this solicitation are permitted during the solicitation period.

Failure to comply with this requirement may result in disqualification.

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8. PRE-SUBMISSION INFORMATIONAL MEETINGS

WestCOG may conduct a pre-submission informational meeting or conference for prospective proposers.

If such a meeting is offered, the date, time, format, and participation details will be provided in **Part 2 – Procurement Form**.

Attendance may be optional or required, as specified in Part 2.

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9. QUESTIONS AND CLARIFICATIONS

WestCOG may, at its discretion, accept questions regarding this solicitation in advance of the submission deadline.

If questions are accepted, the deadline for submission of questions, method of submission, and any other applicable instructions will be specified in the Procurement Form.

If responses to questions are provided, they may be issued in writing and made available at the WestCOG procurement website:

https://westcog.org/procurements/

WestCOG reserves the right, but is not obligated, to respond to any questions submitted.

WestCOG will not provide interpretive guidance outside of any process identified in Part 2.

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10. ADDENDA AND PROCUREMENT WEBSITE

WestCOG maintains a centralized procurement website for all solicitations, updates, addenda, and related information:

https://westcog.org/procurements/

WestCOG reserves the right to modify this solicitation at any time through written addenda posted on this website.

It is the responsibility of all prospective proposers to monitor this website for this solicitation and any updates or addenda. WestCOG is not responsible for notifying individual parties of updates.

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11. SCHEDULE

WestCOG reserves the right to modify the procurement schedule at its sole discretion.

All dates provided in **Part 2 – Procurement Form** are subject to change.

III. SUBMISSION OF RESPONSES

12. SUBMISSION REQUIREMENTS

Responses shall be submitted electronically in PDF format.

Submissions shall be transmitted by email to the designated contact identified in **Part 2 – Procurement Form**. Submissions must be provided as a single file attachment or, if necessary due to file size, via a download link included in the email.

The submission deadline is specified in Part 2 – Procurement Form.

Submissions must be received by WestCOG no later than the stated deadline. Late submissions may be rejected at WestCOG's discretion.

Proposers are responsible for ensuring successful delivery of their submission. WestCOG is not responsible for transmission errors, file size limitations, failed deliveries, or incomplete submissions.

WestCOG does not provide confirmation of receipt beyond standard email delivery mechanisms.

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13. WITHDRAWAL OR MODIFICATION OF RESPONSES

Proposers may withdraw or modify their submissions at any time prior to the submission deadline identified in **Part 2 – Procurement Form.**

After the submission deadline, responses may not be withdrawn or modified except at the discretion of the TOWNS and WestCOG.

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14. RESPONSIVENESS OF SUBMISSIONS

Responses must comply with all requirements set forth in **Part 2 – Procurement Form**.

WestCOG and the TOWNS reserve the right to determine whether a submission is complete and responsive. Non-responsive submissions may be rejected.

IV. EVALUATION AND AWARD

15. EVALUATION PROCESS

The TOWNS will evaluate responses in accordance with the criteria and procurement method identified in **Part 2 – Procurement Form**.

Evaluation criteria and their relative importance are defined exclusively in Part 2 – Procurement Form.

The evaluation process may include:

- Review of submitted qualifications, technical proposals, and cost or fee proposals, as applicable

- Requests for additional information or clarification
- Interviews with selected proposers
- Comparative evaluation of submissions based on stated criteria

Where qualifications-based selection (QBS) is used, cost or fee proposals may be requested and negotiated following the selection of the highest-ranked proposer.

Where cost or fee proposals are required as part of the submission, they will be evaluated in accordance with the criteria set forth in Part 2 – Procurement Form.

WestCOG and the TOWNS reserve the right to modify the evaluation process as necessary to serve the best interests of the TOWNS.

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16. AWARD AND NEGOTIATION

Selection of a proposer does not constitute a binding commitment by the TOWNS.

No award shall be considered final until a contract has been fully negotiated and executed.

If negotiations with a selected proposer are unsuccessful, the TOWNS may terminate negotiations and proceed with another proposer.

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17. RESERVATION OF RIGHTS

The TOWNS reserve the right to:

- Reject any or all responses
- Request additional information from any proposer
- Waive informalities or irregularities
- Cancel, amend, or reissue this solicitation
- Award the contract in whole or in part to one or more proposers
- Make no award

V. LEGAL AND ADMINISTRATIVE PROVISIONS

18. PUBLIC DISCLOSURE (FOIA)

All materials submitted in response to this solicitation may be subject to disclosure under the Connecticut Freedom of Information Act (Conn. Gen. Stat. §1-200 et seq.).

Proposers are responsible for clearly identifying any information they believe to be exempt from disclosure.

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19. CONTRACT REQUIREMENTS

The selected proposer will be required to execute an Agreement with each of the TOWNS.

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20. INSURANCE

The selected proposer must maintain insurance coverage as specified in **Part 3 – Attachments** and as required by applicable law.

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21. CONSORTIA, JOINT VENTURES, AND TEAMS

Proposals from consortia, joint ventures, or teams are permitted.

A lead firm must be identified and will be responsible for contract performance. The lead firm must perform a majority of the work unless otherwise approved.

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22. CONFLICTS OF INTEREST

Proposers must disclose any actual or potential conflicts of interest as required in **Part 2 – Procurement Form**.

WestCOG reserves the right to determine whether a conflict of interest disqualifies a proposer.

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23. OWNERSHIP OF WORK PRODUCTS

All materials, reports, data, and other deliverables prepared by a selected proposer in connection with this solicitation and any resulting contract shall become the property of WestCOG and any applicable funding agency, unless otherwise specified in the contract.

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24. NONDISCRIMINATION AND LEGAL COMPLIANCE

All contracts resulting from this solicitation shall comply with applicable laws related to nondiscrimination, civil rights, and equal opportunity.

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25. NO GEOGRAPHIC PREFERENCE

No geographic preference shall be used in the evaluation of proposals, except as permitted by applicable law.