

# **CITY OF BURLINGTON**

## **Request for Proposals**

**City of Burlington, Vermont**

**Issued: September 24, 2020**

**Due: October 19, 2020**

### **I. PROJECT BACKGROUND**

The City of Burlington has made a commitment to the eradication of systemic racism by allocating an initial \$1M to the Racial Justice Fund of the City's FY21 annual budget, and by declaring racism a public health emergency. Since the murder of George Floyd and the COVID-19 pandemic that has shined a light on longstanding racial disparities, America has been experiencing a racial reckoning and racial awakening. Among a growing list of tasks, this \$1M budget will procure a strategic planning consultant to help establish a strategic plan on how the City will engage in eradicating systemic racism over the next three years. The following Scope describes the work to be completed by the consultant for how the City of Burlington will engage its racial justice and racial equity work. The consultant will be a facilitator of community/stakeholder conversations, research best practices/programs from across the country, review existing city racial equity and justice programming, and then write drafts and produce a final version of a strategic plan that includes recommendations on steps Burlington should take over the next three years to eradicate systemic racism. Costs of the plan are not to exceed \$50,000.

### **II. SCOPE OF WORK**

The City of Burlington is working closely with The Vermont Racial Justice Alliance and will utilize its Operation Phoenix R.I.S.E. framework for this work. At its core, Phoenix R.I.S.E. aims to transform the lives of black and brown people by investing in their communities, and their economic aspirations by providing them with opportunity and ensuring racial equity. Costs for this strategic plan are not to exceed \$50,000.

#### **R.I.S.E.**

Restructuring Public Safety

Implementing Cultural Empowerment

Securing Equal Opportunity

Expanding Racial Equity, Inclusion and Belonging

The strategic plan will detail and focus on Implementing Cultural Empowerment, Securing Equal Opportunity, and Expanding Racial Equity, Inclusion and Belonging.

#### **1. Implementing Cultural Empowerment**

At its essence, the Cultural Empowerment Community Center (CECC) will be a brick and mortar development project and the strategic plan will inform the scope for the new center by reviewing and refining initial recommendations on CECC programming and services. Initial recommendations for programming and services are described below:

- a. Community Center

- b. Youth Activities Center
- c. Education/Training and Arts Centers of Excellence
- d. Economic Development Community Partnership, which provides:
  - Adult Basic Education
  - Basic Computer Skills
  - People Development
  - STEM Development
  - BIPOC Wellness Center
  - Entrepreneurial Cultivation Programs
  - Technical Assistance Grant Fund

The plan will include the research of effective BIPOC cultural empowerment and economic development programs and initiatives nationwide and the conduct of a robust BIPOC community and business, city, Racial Justice Alliance and partner agency engagement. (i.e. the Boys and Girls Club) for further input. The final report will provide an analysis that will inform the CECC feasibility study and ultimately the programs and services delivered at the CECC.

2. Securing Equal Opportunity

Equal opportunity is a state of fairness in which job applicants and prospective city vendors are treated similarly, unhampered by artificial barriers or prejudices or preferences, and most specifically for the purposes of this strategic planning report, racism. This portion of the strategic plan report will ensure that the City is engaged with the evaluation, planning, and execution of programs and practices that aim to provide equal opportunity to BIPOC.

- a. The strategic plan will include a proposed methodology for the review and evaluation of all city, state and federal funding allocated to the Office of Community Office of Economic Development and other departments, the identification of resources intended to be allocated to assist and empower BIPOC and reallocation of those resources to comport to the supporting the Equal Opportunity function of Operation Phoenix R.I.S.E.
- b. The strategic plan will include a proposed methodology and timeline for the designing and managing programs that increase opportunities for BIPOC. This methodology will encompass redesigning existing programs and launching new programs surrounding the City's procurement process that ensure opportunities for Minority Owned Businesses. The approach will include an analysis that will examine similar positions in peer cities and consideration of whether the goals of a strengthened EO program could be accomplished through existing staff.
- c. The strategic plan shall provide for an examination of the proposal for capital access, a business-to-business mentorship and technical assistance programming around Black economic empowerment and recommendations as appropriate. The plan will include the formation of a Minority Owned Business City Procurement Program.
- d. The plan will include the formation of a targeted Economic Empowerment Program, that includes (but is not limited to):
  - Capital Access Program (grants and loans)
  - Business-to-Business Incentive Mentorship Program
  - Technical Assistance Program for disempowered communities and businesses
- e. The plan will include a strategy to enable individual and household economic empowerment through the strengthening of existing programs or creation of new

initiatives that build BIPOC household wealth, including high quality early learning, homeownership programs, and job training, mentorship and higher-education initiatives.

- f. The plan will recognize that eradication of systemic racism will take a major investment and include recommendations for funding these investments at substantial levels over the short, medium and long-term.

### 3. Expanding Racial Equity, Inclusion and Belonging

Currently, the Racial Equity, Inclusion and Belonging (REIB) department has one employee; the Director. There are plans underway to hire two additional employees who will report to the Director. The strategic plan will focus on these objectives to help inform the work of the REIB department.

- a. How and when to provide a citywide baseline equity assessment with a systemic framing; capacity must include data and policy analysis
- b. How the REIB and I&T departments will work in conjunction to achieve data needs.
- c. How to effectively develop and manage an ongoing training schedule to include onboarding with the first round of training for all employees completed by the end of April 2021.
- d. Create a plan/Guide for continuing community outreach on topics of racial equity
- e. Create a plan to ensure the implementation of the backend infrastructure required to support the requisite data collection, aggregation and correlation and training that will be required to support the data-driven outcomes such as an HRIS and Learning Management System, and upgraded data analysis system.

#### **Deliverables:**

Strategic Plan Report - Detailed as described

Project Plan - Timelines, including dependencies and major milestones

### III. RESPONSE FORMAT

Proposals must be received before the Response Date and include the following:

- Background information of the company making the proposal, focusing on past experience with writing successful racial equity/justice strategic plans.
- Background information of the key personnel working on the project, focusing on past experience with writing successful racial equity/justice strategic plans.
- Proposed contract services and a breakdown of individual(s) that will be responsible for each aspect of the project.
- Detailed timeline for meeting expected deadline based on previous racial equity/justice strategic plans.
- Demonstrated an understanding of how the City of Burlington can lead other municipalities in this effort.
- Cost for providing consulting services.

IV. **CONTRACTOR/CONSULTANT SELECTION**

While cost is a consideration in the RFP evaluation process, the City is not required to select the lowest cost proposal. A history of successful racial equity/justice strategic plans will be the main factor when evaluating and selecting the winning proposal. Submittals should sufficiently demonstrate how the consultant is uniquely qualified for such an undertaking and will be reviewed and evaluated by the Director of Racial Equity, Inclusion and Belonging, the Mayor’s Office, and the Vermont Racial Justice Alliance.

This RFP does not commit the City to pay any costs incurred by any proposer in the submission of a proposal. The proposer is responsible for all cost associated with the response to this RFP. The City reserves the right to reject any and all proposals at any time with no penalty, to negotiate with any qualified source, to waive any formality or to cancel the RFP in part or in its entirety if it is in the best interest of the City of Burlington. This solicitation of proposals in no way obligates the City of Burlington to award a contract.

All complete proposals from qualified Contractors will be evaluated on the following criteria:

- 1. Ability to Meet Budget.....(15 pts)**
- 2. Demonstrated Project Understanding.....(20 pts)**
- 3. Experience & Qualifications.....(25 pts)**
  - a. Areas of expertise may include:
    - i. Racial Justice Advocate/Consultant
    - ii. Knowledge of Civil Rights Legislation of 1871, 1875, 1957, 1964, and 1968.
    - iii. Working knowledge of Kerner Commission Report and its implications for Burlington
    - iv. Deep understanding of systemic racism
- 4. Ability to Meet Proposed Schedule.....(10 pts)**
  - a. Targeted contract award date of October 26, 2020
  - b. First draft of report targeted for Wednesday, November 16, 2020
  - c. Second draft of report targeted for Wednesday, January 6, 2021
  - d. Project completion targeted for Wednesday, March 24, 2021
- 5. Depth of Skills.....(10 pts)**
- 6. Demonstration of Innovative Approach.....(10 pts)**
- 7. Quality, Clarity & Completeness of Proposal.....(10 pts)**

V. **SUBMISSIONS**

Proposals and questions shall be submitted via e-mail to:

Tyeastia Green,  
Director

Additional submission requirements are as follows:

- Responses to this RFP must be received per the schedule outlined on Page 1 to be considered.
- Applicants are solely responsible for ensuring that proposals arrive on time.
- Each applicant MUST provide their submittal electronically as a PDF.
- Please ensure that the document is easily printable in an 8.5x11 or 11x17 format.
- Applicants will receive a confirmation email once their proposal is received.
- Faxed proposals WILL NOT be accepted.
- Late replies WILL NOT be considered.

## VI. **EXHIBITS**

- a. Exhibit A: Contractor Proposal
- b. Exhibit B: Draft Contract
- c. Exhibit C: Burlington Standard Contract Conditions
- d. Exhibit D: Burlington Livable Wage Ordinance Certification
- e. Exhibit E: Burlington Outsourcing Ordinance Certification
- f. Exhibit F: Burlington Union Deterrence Ordinance Certification

## VII. **CONTRACTING**

The [Contractor/Consultant], prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington [Contract/Consultant] Conditions (Attachment A in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

If the award of the contract aggrieves any firms, they must appeal in writing to the City. The appeal must be postmarked within seven (7) calendar days following the date of written notice to award the contract.

## VIII. **AGREEMENT REQUIREMENTS**

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited those in the Burlington [Contract/Consultant] Conditions (Attachment C) and the attached Draft Agreement.

**IX. LIMITATIONS OF LIABILITY**

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals, or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

**X. COSTS ASSOCIATED WITH PROPOSAL**

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The City will not reimburse any person or entity for any costs incurred.

**XI. INDEMNIFICATION**

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the submission of the response.

**XII. REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

**XIII. OWNERSHIP OF DOCUMENTS**

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

**XIV. PUBLIC RECORDS**

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the

Vermont Statutes Annotated.

## **XV. PUBLIC HEALTH EMERGENCIES**

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. [Contractors/Consultants] shall consider public health emergencies as they develop project schedules and advance the work.

The City may require a public health emergency plan be submitted as part of the bid. This plan will contain:

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see attached Draft Contract, Sections 15 and Attachment X);
- 2) A schedule for possible updates to the plan in advance of the start of work (see attached Draft Contract, Section 15); and
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid. While the [Contractor/Consultant] is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the City will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the [Contractor/Consultant] to stop work until it becomes compliant.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.