



## **CITY OF BURLINGTON**

### **Request for Proposals**

**City of Burlington, Vermont**

**Issued: July 19, 2021**

**Due: August 2, 2021**

#### **I. PROJECT BACKGROUND**

Burlington is fortunate to have a growing BIPOC community that is not only racially diverse, but also ethnically diverse. Even in the same racial groups, our communities of color bifurcate into various American-born and Immigrant BIPOC communities, each contributing their unique heritage, histories, and cultures to the City's fabric. While our society's racial categories can promote unity among those races, they also fail to recognize and accommodate for the differences within the racial groups, or the potential divides that can arise. The Racial Equity, Inclusion and Belonging Office (REIB) Strategic Roadmap gives us an opportunity to address divisions and celebrate differences through in-person social engagement, and data analysis. As we emerge from the pandemic, the REIB wants cultural transformation at the forefront, by bringing communities together, and recognizing the uniqueness each community brings. At its core, this facilitated community discussion, data gathering, and plan of action is a holistic approach to community transformation – to ensure all belong, all are heard, and all are part of the process.

We need a creative approach for Burlingtonians, who have representation of many countries of origin, many languages spoken, and many families who have been in this country for generations. The RFP response should have a plan to answer what are Burlington's espoused values and how close are those to who we are? Cost of the community transformation is not to exceed \$85,000.

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

The deliverables for this RFP are as follows:

- Culture Gap Analysis
- Community Assessment
  - Surveys
  - Focus Groups
  - Community Wide Discussions
  - Interviews
- Create Culture Transformation Strategy
  - Actions Plans based on Community Assessment data
- Manage Expectations and Plan for Community Resistance

### **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 facilitating community discussions.
- Background information of the key personnel working on the project, focusing on past experience and success facilitating community discussions.
- 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 facilitations.
- Demonstrated an understanding of how the City of Burlington can lead other municipalities in this effort.
- Cost for providing consulting services.

### **IV. CONTRACTOR/ 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 facilitations and community transformation 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, and a panel of employees.

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 costs 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 obliges 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. Facilitated Community Conversations
    - iii. Utilization of data and culture analysis
    - iv. Deep understanding of systemic racism
    - v. Deep understanding of the intersection of race, ethnicity, nationality and migration
- 4. Ability to Meet Proposed Schedule.....(10 pts)**
  - a. Targeted contract award date of August 13, 2021
  - b. First draft of report targeted for November 16, 2021
  - c. Second draft of report targeted for May 30, 2022
  - d. Project completion targeted for August 12, 2022
- 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  
Racial Equity, Inclusion and Belonging  
[tgreen@burlingtonvt.gov](mailto:tgreen@burlingtonvt.gov)

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, 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 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 post-marked 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 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 shall consider public health emergencies as they develop project schedules and advance the work.

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.